



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

April 8, 2008

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE DEVELOPMENT AND DISPOSITION AGREEMENT WITH YOUNG
WOMEN'S CHRISTIAN ASSOCIATION OF GREATER LOS ANGELES TO DEVELOP
UNION PACIFIC FAMILY DEVELOPMENT CENTER IN EAST LOS ANGELES (1)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a Responsible Agency, review and consider the conclusions reached by the County of Los Angeles Department of Regional Planning, as Lead Agency, for the construction of the Union Pacific Family Development Center, and find that this project is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because it will not have the potential for causing a significant effect on the environment.
2. Approve the Development and Disposition Agreement (Attachment B), between the Community Development Commission of the County of Los Angeles (Commission) and Young Women's Christian Association of Greater Los Angeles (Developer), a California nonprofit public benefit corporation, to provide the Developer with up to \$6,250,000 of First District Capital Project funds net County cost, to pay a portion of the development and construction costs for Union Pacific Family Development Center (Project), located at 4301 and 4315 Union Pacific Avenue in unincorporated East Los Angeles.
3. Authorize the Executive Director of the Commission to execute the Development and Disposition Agreement and all necessary related documents, to be effective following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to satisfy environmental review requirements for the Project pursuant to CEQA, and to authorize the Executive Director to execute the Development and Disposition Agreement between the Commission and the Developer for the development and construction of a family development center.

FISCAL IMPACT/FINANCING:

The total development cost for the Project is estimated at \$9,082,791. The actions described herein will provide \$6,250,000 in First District Capital Project funds net County cost funds for development and construction costs. The balance will be provided by the following sources: \$630,000 in Community Development Block Grant (CDBG) funds allocated to the First Supervisorial District, approved by the Board of Supervisors on August 16, 2005 for predevelopment costs; \$525,500 in CDBG funds allocated to the First Supervisorial District, proposed for program equipment and related costs; \$1,677,291 in private funding provided by the YWCA for development and construction costs.

A Financial Analysis is provided as Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Project consists of the development and construction of an approximately 14,750 square foot family development center to be constructed at 4301 and 4315 Union Pacific Avenue, located north of Union Pacific Avenue between Downey Road and Sunol Drive in unincorporated East Los Angeles (Site). On September 9, 2003, your Board approved a lease agreement between the Commission and YWCA to lease the Site to the YWCA to operate a child care center. The YWCA has continued to operate the childcare facility on the Site since execution of the lease.

The Commission wishes to enter into a Development and Disposition Agreement (Agreement) with the Developer for the development and construction of a family development center on the Site. Under this Agreement, the Developer will develop the Site and oversee construction. Progress payments will be made to the Developer as phases of the Project are completed and approved by the Commission. The existing modular building will be relocated and reused at another site.

The family development center will include a childcare center that will serve a minimum of 70 children and will provide a wide array of age-appropriate supportive services and resources to children, youth, parents and seniors, including; childcare, English as a Second Language classes, parenting classes, health and wellness classes, computer training, senior activities, and other programs. After construction is completed and the Developer has complied with all state childcare licensing and other requirements, the Commission will transfer the Site to the Developer to own and operate the facilities.

The Development and Disposition Agreement is presented in substantially final form. It will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

An Environmental Assessment was prepared for this project pursuant to the requirements of the National Environmental Policy Act (NEPA). Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was approved by the Certifying Official of the Community Development Commission on July 17, 1998. Following the required public and agency comment period, HUD issued a Release of Funds for the project on August 1, 1998.

An Amended Environmental Assessment was completed on February 28, 2001 to reflect a change in project scope. A second Amended Environmental Assessment was completed on March 10, 2008 to reflect an additional change in project scope. Neither Amended Environmental Assessment identified any additional impacts from the changes in project scope. Therefore, the original Finding of No Significant Impact and Release of Funds still apply.

The County of Los Angeles Department of Regional Planning, as Lead Agency, has determined that this Project is exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15305.

As a Responsible Agency, and in accordance with the requirements of CEQA, the Community Development Commission has reviewed and considered the findings made by the Department of Regional Planning for this Project and determined that the Project does not have the potential for causing a significant effect on the environment.

Honorable Board of Commissioners
April 8, 2008
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IMPACT ON CURRENT PROJECT:

Approval of the Development and Disposition Agreement will provide for the development and construction of a family development center that will serve the local community.

Respectfully submitted,

for Bobbette S. Glover
CARLOS JACKSON
Executive Director

Attachments: 2

Attachment A
ESTIMATED BUDGET FOR
UNION PACIFIC FAMILY DEVELOPMENT CENTER

The Project is a family development center and consists of approximately 14,750 square feet that includes a childcare center that will provide a minimum of 70 childcare spaces and a wide array of age-appropriate supportive services and resources to children, youth, parents and seniors of the community.

The following is a summary of funding for the project:

USES/SOURCES

CDBG-Pre-Development

<u>Project Design</u>	\$355,000.00
<u>Utility Relocation</u>	\$34,986.00
<u>Permits and Fees-Design</u>	\$58,392.00
<u>Project Administration and Overhead</u>	\$181,622.00
	<hr/>
	\$630,000.00

CDBG-Program Equipment(2008/9)

<u>Program Equipment (Play Structure, Classroom Supplies, Kitchen Equipment, Furnishings)</u>	\$525,500.00
	<hr/>
	\$525,500.00

YWCA of Greater Los Angeles

<u>Land Transfer Costs</u>	\$15,000.00
<u>Direct Construction Costs</u>	\$577,532.00
<u>Construction Contingency</u>	\$444,140.00
<u>Development Soft Costs</u>	\$205,000.00
<u>Permits and Fees-Building</u>	\$36,739.00
<u>Program Relocation</u>	\$250,000.00
<u>Project Administration and Overhead</u>	\$148,880.00
	<hr/>
	\$1,677,291.00

County of Los Angeles Funds

<u>Construction Supervision and Consultants</u>	\$482,669.00
<u>Direct Development and/or Construction Costs</u>	\$5,767,331.00
	<hr/>
	\$6,250,000.00

<u>TOTAL DEVELOPMENT COST</u>	\$9,082,791.00
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CDBG PROJECT NO. 600827-05

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER LOS ANGELES**

UNION PACIFIC FAMILY DEVELOPMENT CENTER

**COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES**

and

a California nonprofit public benefit corporation

, 2008

SUMMARY OF DISPOSITION AND DEVELOPMENT AGREEMENT INFORMATION

YWCA OF GREATER LOS ANGELES UNION PACIFIC FAMILY DEVELOPMENT CENTER

This Summary of the Disposition and Development Agreement (“Summary”) Information is hereby incorporated by reference into the attached Disposition and Development Agreement (“Agreement”). Each reference in the Agreement to any Contract Term of this Summary shall have the meaning as set forth in this Summary. In the event of a conflict between the Contract Terms of this Summary and the Agreement, the Contract Terms of the Agreement shall prevail.

CONTRACT TERMS OF AGREEMENT

DESCRIPTION

- | | |
|--------------------------|---|
| 1. Effective Date: | Upon signature by Community Development Commission (“CDC”) of the County of Los Angeles. |
| 2. Term: | Commencing on the Effective Date and continuing in perpetuity after the date of licensing by Community Care Licensing Division (“CCLD”) of the State of California and commencement of operation of a childcare center. (Note that Community Development Block Grant (“CDBG”) reporting requirements shall be required for a period of 5 years beginning on the date of licensing by CCLD.) |
| 3. CDC: | Community Development Commission (“CDC”) of the County of Los Angeles, a public body, corporate and politic |
| 4. Address of CDC: | 4800 E. Cesar E. Chavez Avenue
Los Angeles, CA 90022 |
| 5. Developer: | YWCA of Greater Los Angeles, a California nonprofit public benefit corporation |
| 6. Address of Developer: | 3345 Wilshire Blvd, Ste 300
Los Angeles, CA 90010 |
| 7. Project | |

- 7.1 Name: YWCAGLA Union Pacific Family Development Center
- 7.2 Site/Property: 4301 and 4315 Union Pacific Avenue Los Angeles, CA 90023
8. Purchase Amount: \$1.00
9. Recoverability of Site: Upon the occurrence of an Event of Default, Site shall revert to ownership by CDC.
10. Fee for CMD Services A portion of the Los Angeles County funds received will be used to pay the Construction Management Division ("CMD") of the CDC a minimum fee of \$250,000 for limited predevelopment, construction inspection and labor compliance services, to ensure project compliance.

DISPOSITION AND DEVELOPMENT AGREEMENT

YWCA of Greater Los Angeles UNION PACIFIC FAMILY DEVELOPMENT CENTER

This Disposition and Development Agreement (the "Agreement") for the YWCA of Greater Los Angeles Union Pacific Family Development Center ("Family Development Center") is entered into this _____ day of _____ 2008 ("Effective Date") between CDC and Developer. CDC and Developer are sometimes referred to in this Agreement, each individually, as a "Party," or collectively, as the "Parties."

RECITALS

- A. WHEREAS, Developer proposes to develop a Family Development Center. This development will serve children, youth, parents and seniors and will provide a minimum of seventy (70) licensed preschool spaces ("Project"). This Project will serve the unincorporated areas of First District, specifically East Los Angeles, City Terrace and Eastmont. This Project is described in Scope of Work, Exhibit A, and is estimated to cost the amount set forth in the Project Budget, Exhibit B to this Agreement. The Project will be developed on a site commonly known at 4301 and 4315 Union Pacific Avenue, Los Angeles, CA 90023 ("Site") legally described in Exhibit C to this Agreement.
- B. WHEREAS, Developer may obtain other sources of financing for the Project which may include, but not be limited to:
 - County of Los Angeles
 - Community Development Block Grant
 - YWCA Capital Campaign Funds (Private)
- C. WHEREAS, operation of the Project will provide childcare services for persons of low and moderate income as defined by the U.S. Department of Housing and Urban Development (HUD) for the Los Angeles – Long Beach Metropolitan Statistical Area.
- D. WHEREAS, the Quitclaim Deed shall contain a right of reverter to ensure Project is completed in accordance with the Contract Terms of this Agreement.
- E. WHEREAS the Site is zoned and entitled for the operation of a Family Development Center providing services to a minimum of seventy (70) licensed preschool spaces.
- F. WHEREAS, CDC has agreed to sell the Site to Developer for \$1.00 subject to the Contract Terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY AGREED, AND THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE OF TRANSFER

The purpose of the conveyance of the Site from CDC to Developer shall be for Developer to construct, own and operate the Project. The childcare center must at a minimum, ensure that fifty-one percent (51%) of the total households served have a household income that does not exceed eighty percent (80%) of Area Median Income as defined by HUD for the Los Angeles-Long Beach Metropolitan Statistical Area.

CDC will provide to Developer County of Los Angeles First District Capital Project Funds up to the amount specified in the Project Budget, Exhibit B to this Agreement, to develop this Project. This Project is more specifically described in Scope of Work, attached hereto as Exhibit A, and is estimated to cost the amount set forth in the Project Budget, attached hereto as Exhibit B to this Agreement. The Project will be developed on the Site, which is legally described in the attached Exhibit C to this Agreement.

The disposition and development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the CDC, the County of Los Angeles ("County"), and the health, safety, morals, and welfare of the County's residents, and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

Developer acknowledges that Site was acquired utilizing CDBG funds allocated to the County and administered by CDC. Developer acknowledges that it will be required to comply with all CDBG beneficiary reporting requirements for a five (5) year period beginning upon the commencement of Project operations as outlined in Exhibit D attached hereto.

Developer acknowledges that in the event the operation of a Family Development Center becomes infeasible as determined by Developer in its reasonable discretion, the Developer may use the Site for another public purpose eligible under the CDBG Program regulations, and as approved by CDC and in consultation with County.

Developer acknowledges that upon receipt of the Los Angeles County Funds, the Construction Management Division of the CDC will retain a minimum fee of \$250,000 for limited predevelopment, construction inspection and labor compliance services, to ensure project compliance as shown on the Project Budget attached hereto as Exhibit B.

2. COVENANTS OF DEVELOPER

As additional consideration for transferring ownership of the Site to Developer, Developer covenants as follows:

- 2.1.1 Compliance with Laws. Developer shall comply with all Applicable Governmental Restrictions. As used herein, “**Applicable Governmental Restrictions**” shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter, be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the Project, including specifically but without limitation all code and other requirements of the jurisdiction in which the Project is located; the California Environmental Quality Act (CEQA); and any federal, state, and local laws. Developer shall indemnify, defend, and hold CDC and its officers, directors, officials, shareholders, members, representatives, partners, principals, agents, attorneys, employees and subsidiaries (hereinafter collectively referred to as “Agents”) harmless for any and all claims, suits, judgments, administrative proceedings, wage award, liabilities, penalties, fines, costs, expenses, demands, losses or damages (including without limitation attorney fees and costs), arising out of Developer’s failure to comply with Applicable Governmental Restrictions including, without limitation, the nonpayment of prevailing wages required to be paid in connection with the Project. Developer is solely responsible for determining the applicable laws, and shall not rely on statements made by CDC. Developer acknowledges that CDC has not represented that the Project is not a “public work” as defined in Labor Code Section 1720 et seq.; and Developer shall notify CDC and Developer’s contractors and subcontractors immediately upon learning of any investigation or determination by the California Department of Industrial Relations as to whether or not the Project is a “public work.”
- 2.1.2 Disclosures. Developer shall make available for inspection and audit to CDC’s representatives, upon seventy-two (72) hours’ written request, from time to time during the period beginning with the execution of this Agreement until five (5) years after the date of licensing by Community Care Licensing Division (“Reporting Period”), at Developer’s offices, or at such other location within the County as Developer may reasonably determine, all of the books and records relating to the operation of the Project and this Agreement. All such books and records shall be maintained by Developer for the Reporting Period; provided that in the event of any litigation, claim or audit is started before the expiration of this period, said books and records shall be retained until all litigation, claims, or audit findings involving said books and records shall have been resolved.

- 2.1.3 Other Reports. Upon seventy-two (72) hours' written notice during the Reporting Period, Developer shall prepare and submit to CDC, any financial, program progress, monitoring, evaluation or other reports (including, but not limited to, documents related to construction and Project financing, and project operations) reasonably required by CDC or its representatives as they relate to the Project or this Agreement; provided, however, if such requested reports are not capable of being prepared and submitted to CDC within such seventy-two (72) hour period, then within a reasonable time thereafter. Developer shall ensure that its employees, agents, officers, and board members furnish such information, which in the reasonable judgment of CDC representatives or employees, may be relevant to a question of compliance with this Agreement. Developer shall retain all existing records and data relating to this Project until expiration of this period. In the event any litigation, claims or audit is started during this period, said books and records shall be retained until all litigation, claims or audit findings involving said books and records have been resolved.
- 2.1.4 Indemnification. From and after the date hereof, Developer shall indemnify, defend and hold harmless CDC and its Agents from and against any and all claims, suits, judgments, administrative proceedings, wage award, liabilities, penalties, fines, costs, expenses, demands, losses or damages (including without limitation attorney fees and costs) (collectively "**Claims**"), including, but not limited to claims for bodily injury, death, property damage, workers' compensation, or in connection with services performed by Developer, or on behalf of Developer by any person pursuant to this Agreement, and which claims (i) are based on events which occur or are claimed to have occurred during Developer's ownership of the Site or the Project, (ii) result directly or indirectly from Developer's ownership or operation of the Site or the Project, or (iii) result directly or indirectly from CDC's entering into this Agreement and/or transferring title to the Site to Developer; provided, however, the foregoing indemnity shall not apply to claims that result solely from the gross negligence or willful misconduct of CDC or its Agents.
- 2.1.5 Audit by State and Federal Agencies. In the event this Agreement or Site transfer is subject to audit, monitoring or other inspections by appropriate state and federal agencies, Developer shall comply with such inspections and pay on behalf of itself and CDC the full amount of the cost to the inspecting agency which result from such inspections, if any, unless such inspection and any resulting liability arises solely from the gross negligence or willful misconduct of CDC or its Agents.
- 2.1.6 Program Evaluation and Review. Developer shall allow CDC authorized personnel to inspect and monitor its Project facilities and Program operations as they relate to the Project or this Agreement, including interviewing of Developer's staff, tenants, Project operator, program participants, as

reasonably requested by CDC during the Term; provided, however that CDC will provide Developer with forty-eight (48) hours prior written notice of exercise of its rights pursuant hereto. Inspection by CDC of the Project or the Site shall not be construed as an acknowledgment, acceptance or representation by CDC or the County that there has been compliance with any Contract Terms or provisions of this Agreement, nor that the services provided by Developer and its employees, agents, and consultants are in compliance with any Applicable Governmental Restrictions or other applicable standards.

- 2.1.7 Hazardous Materials. Developer covenants that it shall not deposit or permit the deposit of Hazardous Materials (as defined below) in, on or upon the Site or the Project. Developer further covenants to remove or remediate, at its expense (subject to any reimbursement it may be able to obtain from third parties) any Hazardous Materials located in, on or upon the Site or the Project as of the date hereof or which are deposited in, on or upon the Site or the Project from and after the date hereof and during the Developer's ownership of the Site or the Project, including any asbestos, lead-based paint and any other Hazardous Materials located in the Project to the extent required by and in accordance with the requirements of all applicable governmental restrictions, including, without limitation, all applicable laws. The foregoing shall not be construed or understood to prohibit Developer from allowing Hazardous Materials to be brought upon the Project so long as they are materials which are customary to the normal course of business in the operation of a well-designed childcare facility and so long as such materials are used, stored and disposed of in accordance with all applicable governmental restrictions. Except with respect to any claims solely caused by CDC or its Agents' gross negligence or willful misconduct, Developer shall indemnify, defend and hold CDC and its Agents harmless from and against any and all Claims arising directly or indirectly out of the presence of Hazardous Materials in, on or upon the Site or the Project, existing as of the date hereof or deposited (or claimed to have been deposited) in, on or upon the Site or the Project from and after the date hereof and during Developer's ownership of the Site or the Project, including without limitation any claims arising out of any deposits of Hazardous Materials described in hereinabove or out of Developer's failure to remove or remediate all such Hazardous Materials in, on or upon the Site and the Project, as required above. Except with respect to any claims solely caused by CDC's gross negligence or willful misconduct, Developer hereby releases and forever discharges CDC and its Agents, from any and all present and future Claims arising out of or in any way connected with Developer's ownership of the Site, operation of the Project, or any condition of environmental contamination in, on, under, upon or around the Site, or the existence of Hazardous Materials in any state in, on, under, upon or around the Site. In connection with such release and waiver, Developer is familiar with, and has been advised by its counsel, and hereby waives any and all rights and benefits that Developer may have under

the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT BY THE DEBTOR."

For the purposes of this Agreement, the term "**Hazardous Materials**" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601 et seq.), (ii) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (iii) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (v) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (vi) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.), (vii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (viii) the Hazardous Waste Control Law (CA Health & Safety Code Section 25100, et seq.), (ix) the Porter-Cologne Water Quality Control Act (CA Water Code Section 13000 et seq.), (x) the Safe Drinking Water and Toxic Enforcement Act of 1986, (xi) the Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (xii) the Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (xiii) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

In the event that significant archaeological resources are exposed during Project construction, all earth disturbing work within the Site must be temporarily suspended or redirected until a professional archaeologist has evaluated the nature and significance of the find.

- 2.1.8 Insurance. Without limiting Developer's indemnification of CDC provided in this Agreement, Developer shall procure and maintain at its own expense during the Term the insurance described below. Such insurance shall be secured from carriers admitted in California or having a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Developer shall, concurrent with the execution of this Agreement, deliver to CDC certificates of insurance with original endorsements evidencing the insurance coverage required by this Agreement. Developer shall deliver satisfactory evidence of issuance of

“all risk” Property Insurance described in (2) below and Worker's Compensation insurance described in (3) below at such time that such exposures are at risk, but in no event later than the Close of Escrow. The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. CDC reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to CDC and may provide for such deductibles as may be acceptable to CDC. In the event such insurance does provide for deductibles or self-insurance, Developer agrees that it will indemnify, hold harmless, and protect CDC and its Agents in the same manner as these interests would have been protected had full commercial insurance been in effect. Each such certificate shall stipulate that CDC is to be given at least thirty (30) days prior written notice in advance of any modification or cancellation of any policy of insurance. Developer shall give CDC immediate notice of any insurance claim or loss which may be covered by insurance.

(1) Liability: Comprehensive liability insurance, including coverage for personal injury, death, property damage and contractual liability, with a combined single limit of at least One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) General Aggregate), including products and completed operations coverage. CDC and its Agents shall be named as additional insureds in each of the aforementioned insurance policies with respect to liability arising from activities performed by or on behalf of Developer, premises owned, leased or used by such persons. Said insurance shall be primary insurance with respect to CDC. If reasonably required by CDC from time to time, Developer shall increase the limits of Developer's liability insurance to reasonable amounts customary for owners of improvements similar to the Project. The policy shall contain a waiver of subrogation for the benefit of CDC and its Agents.

(2) Property Insurance: "All Risk" ISO Special Form property insurance. Coverage shall include protection for earthquake and flood if this protection is available from responsible carriers at reasonable cost. CDC shall be the loss payee under the aforementioned policy(ies) under a standard lender's loss payable endorsement. The amount of the Property coverage shall at all times exceed the full replacement value of all improvements and fixtures on the Site and the insurer shall waive any coinsurance via an “agreement” endorsement.

(3) Worker's Compensation: Developer's employees assigned to the Project, the general contractor constructing the Project, and any affiliates or agents of Developer shall be covered by Workers' Compensation insurance in an amount and in such form as to meet all applicable requirements of the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

(4) Automobile Liability: Combined single limit automobile liability insurance of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, covering owned, non-owned and hired vehicles.

No modification or waiver of the insurance requirements set forth herein shall be made without the prior written approval of the Executive Director of CDC.

If Developer fails to procure or maintain the insurance coverage required in this Section 2.1.8, and does not remedy said failure within seven (7) days after receipt of notice from CDC of said failure, Developer shall be in default of the Agreement. Said default shall constitute a material breach of this Agreement pursuant to which CDC may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole discretion, and without waiving such default or limiting the rights or remedies of CDC, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by CDC shall be repaid by the Developer to CDC upon demand including interest thereon at a rate of ten percent (10%). CDC shall have the right, at its election, to participate in and control any insurance claim adjustment or dispute with any insurance carrier. Developer's failure to assert or delay in asserting any claim shall not diminish or impair CDC's rights against the Developer or the insurance carrier.

2.1.9 Other Agreement or Loans. Developer shall comply with all monetary and nonmonetary covenants associated with any agreement or loan secured by an interest in the Site or the Project and of which Developer has knowledge, including but not limited to the senior financing, the junior financing and the other financing, Developer shall provide to CDC a copy of any notice of default within five (5) business days after receiving any notice of a default or alleged default of such covenants by Developer, and Developer shall promptly cure any such default and cooperate in permitting CDC, to the extent CDC in its sole discretion elects to do so, to cure or assist in curing the default.

2.1.10 Environmental Conditions. Developer shall comply with any CEQA mitigation measures outlined in Exhibit F or other environmental conditions reasonably imposed by CDC or any other applicable governmental authority in connection with the Project.

2.1.11 Taxes, Assessments, Encumbrances, and Liens. Developer shall pay all real estate taxes and assessments assessed and levied on the Site or any portion thereof for any period subsequent to the Close of Escrow (excluding any period after title reverts to CDC following exercise of the CDC's right of reversion under this Agreement). Prior to the Notice of Completion being recorded, the Developer shall not place or allow to be placed on the Site any

mortgage, trust deed, encumbrance, or lien not authorized by this Agreement. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance, or lien. Developer understands that under certain conditions, its control of the Site or portion thereof under this Agreement may give rise to the imposition of a possessory interest tax on said Site, and in such event, Developer agrees to pay said tax when due.

3. USE OF PROPERTY

3.1 Limitations on Program Participants. Notwithstanding anything to the contrary in this Agreement, Developer hereby covenants on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer in perpetuity as described herein, Developer and such successors and assigns shall use the Site solely for the purpose of operating the Project as a Family Development Center, which includes a childcare center with an agreed minimum of seventy (70) licensed preschool spaces. A minimum of fifty-one percent (51%) of preschool spaces shall be occupied by children who come from low income households as defined below.

“Low Income Households” shall mean persons and families whose gross annual household incomes do not exceed the qualifying limits for low income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, which qualifying limits are otherwise set forth in Section 6932 of Title 25 of the California Code of Regulations and are equivalent to eighty percent (80%) of Area Median Income, adjusted for family size and other adjustment factors by HUD for the Los Angeles – Long Beach Metropolitan Statistical Area.

3.2 AFFIRMATIVE MARKETING REQUIREMENTS

In accordance with the CDBG program regulations as well as the California Fair Employment and Housing Act, Developer must adhere to the following affirmative marketing guidelines in order to create awareness for the general public and certain community groups as to the availability of the CDBG-assisted facility.

3.2.1 APPLICABILITY Developer is required to develop and provide to CDC for approval, which approval shall not be unreasonably withheld, conditioned or delayed, an affirmative marketing plan (“Affirmative Marketing Plan”) and procedures for all CDBG assisted developments. Procedures to be used must identify how persons in the market area who are not likely to apply for services without special outreach shall be informed and made aware of available affordable childcare opportunities.

3.2.2 THE AFFIRMATIVE MARKETING PLAN. The Developer’s Affirmative Marketing Plan shall consist of a written marketing strategy designed to provide information and to attract eligible persons in the market area to the

available childcare services without regard to race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. It shall describe initial advertising, outreach (community contacts) and other marketing activities, which will inform potential clients of the availability of the services. It shall also outline an outreach program which includes special measures designed to attract those groups identified as least likely to apply, and other efforts designed to attract persons from the total eligible population.

A. Outreach Steps Required:

1. The Affirmative Marketing Plan shall outline:

- a. Commercial Media to be used (i.e., community newspapers and non-English language newspapers, radio, television, billboards, religious or local real estate publications, etc.).
- b. Marketing efforts to be used (i.e., brochures, letters, handouts, direct mail, signs, etc.)
- c. Community contacts to supplement formal communications media for the purpose of soliciting group(s) least likely to apply for the available housing. They should be individuals or organizations that have direct and frequent contact with those identified as least likely to apply (i.e., service agencies, community organizations, places of worship, etc.). The contacts should also be chosen on the basis of their positions of influence within the general community and the particular target group. The Developer must agree to establish and maintain contact with the identified contacts.
- d. Specify means to assure that information regarding the availability of accessible/adaptable rental units reaches eligible individuals with disabilities and will be disseminated to increase effectiveness of outreach and communications (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille, accessible locations for activities and meetings, etc.)
- e. State that access to all offices for the Project will be accessible to persons with disabilities as required by the Americans with Disabilities Act.

B. WAITING LIST SELECTION The Developer shall also provide for the selection of program participants from a written waiting list in the chronological order of their application, insofar as is practicable, and provide prompt written notification to any rejected applicants and provide the grounds for any rejection.

3.3 Participant Selection Process; Reports and Records Concerning Participants.

Developer shall ensure such records and satisfy such reporting requirements as may be reasonably imposed in writing by CDC to monitor compliance with the requirements described in Section 4.1 above, including without limitation the requirement that Developer deliver reports to CDC commencing at the close of the first full calendar year following the date of the initial operation of the Project, and continuing annually thereafter, setting forth the name of each participant, the income of the participants' household, the number of household members in the participants household, and any other information requested by CDC. Developer shall also be required to obtain evidence from each household as may be reasonably required in writing by CDC to certify such participant's qualification for receiving services of the Project. Developer's obligation to provide such reports shall remain in force and effect for the same duration as required by CDBG.

3.4 Management of Project. Subject to the Contract Terms and conditions contained herein below, Developer shall at all times following the commencement of Project operations pursuant to this Agreement either utilize its own staff and/or retain an entity to perform the operations or management and/or supervisory functions ("**Manager**") with respect to the operation of the Project including day-to-day administration, maintenance and repair. If an outside entity is utilized for the operation of the child care center, Developer shall, before execution or any subsequent amendment or replacement thereof, submit and obtain CDC's reasonable written approval, which shall not be unreasonably withheld, conditioned or delayed, of an operations contract ("**Operations Contract**") entered into between Developer and an entity ("**Operations Entity**") reasonably acceptable to CDC. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Operations Contract may be for a contract term of up to fifteen (15) years and may be renewed for successive contract terms in accordance with its terms, but may not be amended or modified without the written consent of CDC, which consent shall not be unreasonably withheld, conditioned or delayed. The Operations Contract shall also provide that the Operations Entity shall be subject to termination for failure to meet Project maintenance and operational standards set forth herein or in other agreements between Developer and CDC. Developer shall promptly terminate any Operations Entity which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding sixty (60) days from Operation Entity's receipt of notice of the failure from Developer or CDC. Developer's obligation to retain an Operations Entity shall remain in force and effect for the same duration as the use covenants set forth in Section 4.1.

3.5 Operations and Maintenance. Developer hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of Developer, that Developer and such successors and assigns shall use the Site solely for the purpose of operating the Project and related ancillary improvements thereon, in accordance with and of the quality

prescribed by this Agreement, Maintenance Standards (Exhibit G), except as provided in Section 1 herein.

Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the Project, nor any portion thereof, shall be improved, used or occupied in violation of any Applicable Governmental Restrictions or the restrictions contained in this Agreement. Furthermore, Developer and its successors and assigns shall not maintain, commit, or permit the maintenance or commission on the Site or in the Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the Project, or any portion thereof.

Developer shall, at its sole expense, (i) maintain all improvements and landscaping on the Site in good working order, condition, and repair (and, as to landscaping, in a healthy and thriving condition) in accordance with the Plans for the Project (which must be approved by CDC before being incorporated into the Construction Contract, which approval shall not be unreasonably withheld, conditioned or delayed) (such approved plans, the "Plans") and all Applicable Governmental Restrictions, and (ii) manage the Project and Project finances reasonably prudently and in compliance with Applicable Governmental Restrictions so as to maintain a safe and attractive environment for the Project.

4. TRANSFER OF TITLE

4.1 Delivery of the executed Quitclaim Deed (Exhibit E) to be recorded shall be carried out through an escrow account ("**Escrow**") to be established by the Parties with a title or escrow company specifically approved in writing for this transaction by CDC ("**Escrow Holder**"). Developer shall obtain CDC's approval of an Escrow Holder and open Escrow after the conditions below under Section 4.2 have been met. The Parties may execute supplemental instructions to Escrow Holder consistent with the Contract Terms of this Agreement, but in the event of a conflict between the Contract Terms of this Agreement and any supplemental escrow instructions, the Contract Terms of this Agreement shall control. Except as otherwise expressly provided herein, any fees and costs incurred by Escrow Holder in the performance of its duties hereunder and agreed to be paid by Parties shall be paid solely by Developer.

4.2 The obligation of CDC to transfer title under this Agreement shall be expressly subject to satisfaction of the following conditions (collectively, the "**Closing Conditions**") on or before the date which is sixty (60) days after the childcare center has (i) obtained its licensing from the Community Care Licensing Division (CCLD) of the State of California and (ii) commenced operation of the childcare center ("**Closing Deadline**"):

4.2.1 Developer shall deposit \$1.00 in Escrow;

4.2.2 United Title Company, First American Title, North American Title, Chicago Title, Stewart Title, or another title insurer approved by the CDC ("**Title Company**") shall be committed to issuing to the CDC a title insurance policy, which is reasonably acceptable to the CDC, insuring CDC's interest in the Site and including customary endorsements. Standard lender's title insurance coverage (without the need for a survey) will be accepted by the CDC if applicable unless a Project lender requires extended coverage, in which case an ALTA extended coverage policy will also be provided to CDC.

4.2.3 Receipt by CDC of a copy of the certification by Community Care Licensing Division of the State of California evidencing that the project may operate as a fully licensed child care center;

4.2.4 Receipt by CDC of the Certificate of Occupancy (a Temporary Certificate of Occupancy is not acceptable for this purpose) for the Project and a recorded Notice of Completion;

4.2.5 Receipt by CDC of letters with signatures from authorized persons from all parties with a recorded security interest in the Property, including but not limited to all lenders, confirming their acceptance of the Project as completed;

- 4.2.6 Receipt by CDC of written correspondence from the Developer and Project Architect that certifies that the Project was constructed according to plans and specifications previously approved under Exhibit A of this Agreement or as later amended by the Parties;
- 4.2.7 Receipt by CDC of a cost certification completed by a third-party Certified Public Accountant selected by the YWCA showing all sources and uses for Project (format should be similar to cost certifications accepted by the California Tax Credit Allocation Committee);
- 4.2.8 Receipt by CDC of a certification by the Developer and the child care service provider that the childcare center is at least operating at 85% of its licensing capacity maximum for two (2) full months, and that HUD Community Development Block Grant Program ("CDBG") requirements are met. In addition, the Developer shall establish a waitlist of at least 20 qualified preschoolers who may be available to fill existing or future vacancies and a copy of such waitlist shall be provided to CDC; or in lieu of the above waiting list established by the YWCA, the YWCA may utilize the Los Angeles Centralized Eligibility List (LACEL) to meet the requirements described above in this Section 4.2.6. The LACEL is a countywide list of families seeking assistance in paying for child care and development services and meeting the eligibility requirements for child care and development subsidies established by the California Department of Education (CDE). A copy of this LACEL shall be provided to CDC.
- 4.2.9 Receipt by CDC of a detailed business plan for operating and maintaining the Project, including the provision of child care services, building/grounds maintenance, program services, and any other services needed or to be provided. Include back up plans if existing child care services need to be replaced by another service provider.
- 4.2.10 Receipt by CDC of any and all related copies of contract(s) that will provide for services at the Project, including but not limited to, the provision of child care services, building maintenance, landscape maintenance, and management of programs and/or services, etc.
- 4.2.11 Receipt by CDC of a two year pro forma operating statement showing cash flow, including all anticipated income and expenses, itemized in sufficient detail that confirms viability and feasibility of the Project.
- 4.2.12 Receipt by CDC of funding commitments for operating income which may include grants, contracts for funding, and/or a statement from the Developer certifying anticipated income generated from paying clients (provide underlying assumptions and details).
- 4.2.13 Receipt by CDC of satisfactory proof of insurance as outlined in Section 3.1.8 of this Agreement.

- 4.2.14 Receipt by Escrow of all funds needed from YWCA to pay for all transaction costs, including but not limited to escrow fees, title reports, recording fees, notary fees, and any other related cost to cause the land to transfer to the Developer's ownership. Any funds not expended for the above items will be refunded to the Developer by Escrow.
- 4.3 When, and only when, Escrow Holder has confirmed that Closing Conditions in 4.2 above have been satisfied, and has received written certification from CDC's Executive Director, or his designee, that all other Closing Conditions have been timely satisfied or waived, then Escrow Holder shall carry out the close of Escrow ("**Close of Escrow**") by:
- 4.3.1 Causing the Quitclaim Deed, transferring title from CDC to Developer, to be recorded in the Official Records of Los Angeles County, California; and
- 4.3.2 Promptly following recordation, delivering conformed copies of the recorded documents to CDC and Developer.
- 4.4 Time is of the essence with respect to the rights and obligations of the Parties under this Agreement and if the Close of Escrow does not occur prior to the Closing Deadline, then Escrow shall terminate, and Escrow Holder shall promptly return all funds and documents to the Party depositing them, unless the closing date is extended by mutual written agreement of the Parties prior to the Closing Deadline. Notwithstanding the foregoing, if, despite Developer's commercially reasonable efforts, the Close of Escrow does not occur before the Closing Deadline as a result of a failure of the condition described in Section 4.2.8, then, provided that Developer continues to use commercially reasonable efforts to satisfy such condition, Developer shall have the right, to extend the Closing Deadline until a date mutually agreed upon by the Parties.
- 4.5 Developer agrees that it shall have had adequate access to the Site and shall have had the opportunity to conduct any and all inspections to the Site to its full and complete satisfaction, and if Developer acquires the Site from CDC, Developer acknowledges that it will be purchasing the Site with knowledge of any and all conditions of the Site. Developer acknowledges that it is capable of evaluating the Site's suitability for Developer's intended use. Developer agrees that: (i) Developer shall be solely responsible for determining the status and condition of the Site (including the environmental condition of the Site); and (ii) Developer is relying solely upon such inspections, examinations, third party reports provided to Developer and evaluation of Site by Developer.
- 4.6 The Site is being sold and conveyed hereunder and Developer agrees to accept the Site "AS-IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by CDC. CDC makes no representations or warranties, express or implied, as to the Site, or the transaction contemplated by this Agreement. No person acting on behalf of Developer is authorized to make (and by the execution hereof, Developer hereby agrees that no

person has made) any representation, agreement, statement, warranty, guaranty, or promise regarding the Site and no representation, warranty, agreement, statement, guaranty or promise, if any, made by and any person acting on behalf of CDC shall be valid or binding upon Developer. Developer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties or covenants, whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by CDC. Developer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

4.7 UPON THE CLOSING, DEVELOPER HEREBY AGREES TO ASSUME ALL RISKS AND LIABILITIES RELATED TO THE SITE (INCLUDING, BUT NOT LIMITED TO, AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE SITE, AND ITS VALUE, FITNESS, USE OR ZONING) WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE SITE (INCLUDING, BUT NOT LIMITED TO, AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE SITE, AND ITS VALUE, FITNESS, USE OR ZONING), DEVELOPER HEREBY WAIVES AND RELEASES CDC, AND ITS AGENTS, FROM ANY AND ALL CLAIMS, SUITS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, DEMANDS, LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE SITE (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE SITE, AND ITS VALUE, FITNESS, USE OR ZONING).

DEVELOPER ACKNOWLEDGES THAT IT IS FAMILIAR WITH, AND HAS BEEN ADVISED BY ITS COUNSEL, AND VOLUNTARILY AND EXPRESSLY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT DEVELOPER MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR”

DEVELOPER WAIVES AND RELINQUISHES ANY RIGHT OR BENEFIT IT HAS OR MAY HAVE UNDER THIS CODE SECTION OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION.

DEVELOPER'S INITIALS: _____

5. DEVELOPER'S OBLIGATION TO REFRAIN FROM DISCRIMINATION.

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of program participants, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants set forth herein shall remain in effect in perpetuity.

6. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES.

Developer shall refrain from restricting the participation of persons in activities at the Site or any portion thereof on the basis of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In leases: "The lessee herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupants, lessees, sublessees, subtenants, or vendees in the land herein leased.

(b) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the Parties to this contract or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupants, lessees, subtenants, sublessees, or vendees of the premises."

7. INDEPENDENT CONTRACTOR.

In their performance of this Agreement, all Parties hereto will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The Parties agree that the relationship created by this Agreement is that of an independent contractor. The employees or agents of one party shall not be deemed or

construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Developer shall bear the sole responsibility and liability for furnishing or causing the General Contractor to furnish workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Developer pursuant to this Agreement.

8. ASSIGNMENT OF THIS AGREEMENT.

This Agreement shall be assignable by Developer only if Developer obtains the prior express written consent of CDC, which consent may be withheld by CDC in its sole discretion. Notwithstanding anything to the contrary in this Agreement, no purported assignment of this Agreement shall be effective if such assignment would violate the Contract Terms, or conditions and restrictions of any Applicable Governmental Restrictions. CDC's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by CDC in its sole discretion including, without limitation, any and all documents deemed necessary by CDC to provide for said assignee's assumption of all of the obligations of Developer hereunder and under the Agreement, and (ii) CDC's approval of the financial and credit-worthiness of such proposed assignee and the assignee's ability to perform all of the Developer's obligations under this Agreement.

Any attempt by Developer to assign any performance or benefit under the Contract Terms of this Agreement, without the prior written consent of CDC as provided herein, shall be null and void and shall constitute a material breach of this Agreement. In accordance with the foregoing, in the event of (i) a sale or transfer of Developer's interest in the Site, or (ii) a sale or transfer of more than forty-nine percent (49%) of its present ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis, or (iii) a sale or transfer of the Project, occurring without the written consent of CDC, CDC may, at its sole option, by written notice to Developer, declare Developer in default under this Agreement.

9. EVENTS OF DEFAULT AND REMEDIES.

9.1 Developer Events of Default. The occurrence of any of the following shall, after the giving of any notice and the expiration of any applicable cure period described therein, constitute an event of default by Developer hereunder ("**Event of Default**"):

- 9.1.1 The failure of Developer to pay or perform any monetary covenant or obligation hereunder, without curing such failure within ten (10) days after receiving notice from CDC that such payment is due;
- 9.1.2 The failure of Developer to perform any non-monetary covenant or obligation hereunder or under the Contract Terms of this Agreement, without curing such failure within thirty (30) days after receipt of written notice of such default from CDC (or from any party authorized by CDC to deliver such notice as identified by CDC in writing to Developer) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a

non-monetary obligation is such that it cannot be cured within a thirty (30) day period, it shall be deemed cured if Developer commences the cure within said thirty (30) day period and diligently prosecutes such cure to completion thereafter with the cure completed in any event within no greater than one hundred eighty (180) days after the notice. Notwithstanding anything herein to the contrary, the herein described cure periods shall not apply to any Event of Default described in Sections 9.1.3 through 9.1.7 below;

- 9.1.3 The material falsity of any representation or breach of any warranty made by Developer under the Contract Terms of this Agreement;
- 9.1.4 Developer or any constituent member or partner, or majority shareholder, of Developer shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) fail to pay or admit in writing its inability to pay its debts generally as they become due, (c) make a general assignment for the benefit of creditors, (d) be adjudicated a bankrupt or insolvent or (e) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ninety (90) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;
- 9.1.5 If without the application, approval or consent of Developer, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, with respect to Developer, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Developer or of all or any substantial part of Developer's assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Developer, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;
- 9.1.6 Following completion of the construction of the Project, voluntary cessation of the operation of the Project by Developer for a continuous period of more than thirty (30) days or the involuntary cessation of the operation of the Project, except as provided in Section 23 hereof, by Developer for a continuous period of more than sixty (60) days;
- 9.1.7 Developer shall suffer or attempt to effect an assignment in violation of Section 8 or a transfer as defined in Section 22 below.

9.2 CDC Remedies. Upon the occurrence of an Event of Default hereunder and the expiration of the relevant cure period described in Section 9 hereof, CDC may, in its sole discretion, take any one or more of the following actions:

9.2.1 By notice to Developer, declare the Developer in default of this Agreement, and require that title of the Site be reverted to the CDC;

9.2.2 CDC may take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of CDC, to retrieve ownership of the Site and/or to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement or under any other document executed in connection herewith;

9.2.3 Intentionally omitted;

9.2.4 Upon the occurrence of an Event of Default which is occasioned by Developer's failure to pay money, whether under this Agreement, the CDC may, but shall not be obligated to, make such payment. If such payment is made by CDC, Developer shall deposit with CDC, upon written demand therefore, such sum plus interest at a rate of 10%. The Event of Default with respect to which any such payment has been made by CDC shall not be deemed cured until such repayment has been made by Developer; and

9.2.5 Upon the occurrence of an Event of Default described in Section 9.1.4 or 9.1.5 hereof, CDC shall be entitled and empowered by intervention in such proceedings or otherwise to file and prove a claim for the return of ownership of the Site, in the case of commencement of any judicial proceedings, to file such proof of claim and other papers or documents as may be necessary or advisable in the judgment of CDC and its counsel to protect the interests of CDC and to collect and receive any monies or other property in satisfaction of its claim.

9.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to CDC is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute; and may be exercised in such number, at such times and in such order as CDC may determine in its sole discretion. No delay or omission to exercise any right or power upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by CDC. In order to entitle CDC to exercise any right or remedy reserved to it under this Agreement, no notice shall be required except as expressly provided herein.

9.4 CDC Default and Developer Remedies. Upon fault or failure of CDC to meet any of its obligations under this Agreement without curing such failure within thirty (30)

days after receipt of written notice of such failure from Developer specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency provided, however, that if any CDC default cannot be cured in said thirty (30) day period, it shall be deemed cured if CDC commences the cure within the thirty (30) day period and diligently promotes such cure to completion, Developer may, as its sole and exclusive remedies:

9.4.1 Bring an action in equitable relief seeking the specific performance by CDC of the Contract Terms and conditions of this Agreement or seeking to enjoin any act by CDC which is prohibited hereunder; and

9.4.2 Bring an action for declaratory relief seeking judicial remedies for Contract determination of the meaning of any provision of this Agreement.

Developer shall in no event be entitled to, and hereby waives, any right to seek monetary damages of any kind or nature, including, but not limited to, indirect or consequential damages of any kind or nature from CDC arising out of or in connection with this Agreement, the Site, or the Project. In connection with such waiver:

THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS Section 9.4, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(a) BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS Section 9.4.

Initials of Authorized
Developer Representative

10. RIGHT OF ACCESS AND INSPECTION.

Upon twenty-four (24) hours written notice, CDC shall have the right, at any time during normal business hours and from time to time, to enter upon the Site for purposes of inspection. If CDC in its reasonable discretion determines that the Project is not being operated in conformity with this Agreement, or any Applicable Governmental Restrictions, CDC may at its election, after notice to and consultation with the Developer and affording the Developer thirty (30) days after such notice to cure the matter (provided, however, that if such matter cannot be cured within a thirty (30) day

period, it shall be deemed cured if Developer commences the cure within said thirty (30) day period and diligently prosecutes such cure to completion thereafter) and the Developer fails to cure the matter, itself cure the matter. Inspection by CDC of the Project or the Site shall not be construed as an acknowledgement, acceptance or representation by CDC or the County that there has been compliance with any Contract Terms or provisions of this Agreement, nor that the services provided by Developer and its employees, agents and consultants are in compliance with any Applicable Governmental Restrictions or other applicable standards.

11. CONFLICT OF INTEREST; NO INDIVIDUAL LIABILITY.

No official or employee of CDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any official or employee of CDC participate in any decision relating to this Agreement which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. No official or employee of CDC shall be personally liable in the event of a breach of this Agreement by CDC.

12. AMENDMENTS, CHANGES AND MODIFICATIONS.

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior negotiations, agreements and understandings of the Parties with respect to the subject matter hereof. All exhibits, recitals and schedules referred to in this Agreement are attached and incorporated by this reference. This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the Parties hereto.

13. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

14. NOTICES.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to CDC:	Community Development Commission of the County of Los Angeles Two Coral Circle Monterey Park, California 91755-7425 Attn: Executive Director Fax No. (323) 890-858
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With a copy to: Community Development Commission
of the County of Los Angeles
4800 E. Cesar E. Chavez Avenue
Los Angeles, California 90022
Attn: Director of Construction Management Division
Fax No. (323) 266-5930

If to Developer: Young Women's Christian Association of Greater Los Angeles
3345 Wilshire Blvd, Suite 300
Los Angeles, CA 90010
Attn: Faye Washington, CEO
Fax No. (213) 365-9887

With copy to: Young Women's Christian Association of Greater Los Angeles
3345 Wilshire Blvd, Suite 300
Los Angeles, CA 90010
Attn: Elaine Moore, COO
Fax No. (213) 365-9887

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; or (iii) one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

15. SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

16. INTERPRETATION.

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Agreement are for convenience only and do not define or limit any Contract Terms or provisions. Time is of the essence in the performance of this Agreement by Developer. Each Party has been represented by counsel in the negotiation of this Agreement, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting.

17. NO WAIVER; CONSENTS.

Any waiver by CDC must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by CDC to take action on

account of any default of Developer. Consent by CDC to any act or omission by Developer will not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for CDC's consent to be obtained in any future or other instance.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

19. REPRESENTATIONS AND WARRANTIES OF DEVELOPER.

Developer hereby represents and covenants to CDC that as of the Effective Date:

A. Organization and Standing. Developer is a legal entity as described in the Transaction Summary above, duly formed, qualified to operate in California and validly existing and in good standing in the State of California, and has all requisite power and authority to enter into and perform its obligations under this Agreement and all other documents executed in connection herewith.

B. Enforceability. This Agreement, and all other instruments to be executed by Developer in connection with the Agreement, constitutes the legal, valid and binding obligation of Developer, without joinder of any other party.

C. Authorization and Consents. The execution, delivery and performance of this Agreement and all other instruments to be executed in connection herewith is consistent with the operating agreement, partnership agreement, or articles and bylaws governing Developer, and have been duly authorized by all necessary action of Developer's members, partners, directors, officers and shareholders.

D. Due and Valid Execution. This Agreement and all other instruments to be executed in connection herewith, will, as of the date of their execution, have been duly and validly executed by Developer.

E. Licenses. Developer will obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate the Project.

F. Litigation and Compliance. There are no suits, other proceedings or investigations pending or to Developer's actual and constructive knowledge, threatened against, or affecting the business or the properties of Developer (other than those as have been previously disclosed in writing to CDC) which could be reasonably expected to impair its ability to perform its obligations under this Agreement, nor is Developer in violation of any laws or ordinances which could impair Developer's ability to perform its obligations under this Agreement.

G. Default. To Developer's actual and constructive knowledge, there are no facts now in existence which would, with the giving of notice or the lapse of time, or both, constitute an "Event of Default" hereunder, as described in Section 9.

H. No Violations. The execution and delivery of this Agreement, and all other documents executed or given hereunder, and the performances thereunder by Developer, as applicable, will not constitute a breach of or default under any instrument or agreement to which Developer may be a party nor will the same constitute a breach of or violate any law or governmental regulation.

20. APPROVALS.

Any consent to an assignment or a transfer under Section 8 or 22 of this Agreement, and any other consent or approval by CDC under this Agreement, may be given by CDC's Executive Director without action of CDC's governing board unless the Executive Director in his or her sole discretion elects to refer the matter to CDC's governing board.

Except with respect to those matters set forth hereinabove providing for CDC's approval, consent or determination to be at CDC's "sole discretion" or "sole and absolute discretion," CDC hereby agrees to act reasonably with regard to any approval, consent, or other determination given by CDC hereunder. CDC agrees to give Developer written notice of its approval or disapproval following submission of items to CDC for approval, including, in the case of any disapproved item, the reasons for such disapproval. Any review or approval of any matter by CDC or any CDC official or employee under this Agreement shall be solely for the benefit of CDC, and neither Developer nor any other person shall rely upon such review or approval as an indication of the wisdom, soundness, safety, appropriateness, or presence or absence of any matter. Without limiting the generality of the foregoing, Developer and not CDC shall be solely responsible for assuring compliance with laws, and the operation of the Project.

21. GOOD FAITH AND FAIR DEALING.

CDC and Developer agree to perform all of their obligations and the actions required of each hereunder in good faith and in accordance with fair dealing.

22. ASSIGNMENT OF INTEREST IN THE SITE OR THE PROJECT.

Without the prior written approval of CDC (or CDC's Executive Director), which approval CDC may withhold in its sole and absolute discretion, Developer shall not (i) sell, encumber, assign or otherwise transfer (collectively, "**Transfer**") all or any portion of its interest in the Site or the Project; or (ii) permit the Transfer of greater than forty-nine percent (49%) of its ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis. Notwithstanding the foregoing, CDC hereby consents to the events described in Section 8.0 hereof without Developer obtaining any further consent from CDC. Developer hereby agrees that any purported Transfer not approved by CDC as required herein shall be ipso facto null and void, and no voluntary or involuntary successor to any interest of Developer under such a proscribed Transfer shall acquire any rights pursuant to this Agreement.

- 22.1 At any time Developer desires to effect a Transfer hereunder, Developer shall notify CDC in writing (the "**Transfer Notice**") and shall submit to CDC for its prior

written approval (i) all proposed agreements and documents (collectively, the "**Transfer Documents**") memorializing, facilitating, evidencing and/or relating to the circumstances surrounding such proposed Transfer, and (ii) a certificate setting forth representations and warranties by Developer and the proposed transferee to CDC sufficient to establish and ensure that all requirements of this Section 22 have been and will be met. No Transfer Documents shall be approved by CDC unless they expressly provide for the assumption by the proposed transferee of all of Developer's obligations under the Agreement. The Transfer Notice shall include a request that CDC consent to the proposed Transfer. CDC agrees to make its decision on Developer's request for consent to such Transfer promptly, and use reasonable efforts to respond not later than thirty (30) days after CDC receives the last of the items required by this Section 22. In the event CDC consents to a proposed Transfer, then such Transfer shall not be effective unless and until CDC receives copies of all executed and binding Transfer Documents which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by Developer to CDC. From and after the effective date of any such Transfer, Developer shall be released from its obligations under the Agreement accruing subsequent such effective date.

- 22.2 Notwithstanding anything in this Agreement to the contrary, Developer agrees that it shall not be permitted to make any Transfer, whether or not CDC's consent is required thereof and even if CDC has consented thereto, if there exists an Event of Default under this Agreement at the time the Transfer Notice is tendered to CDC or at any time thereafter until such Event of Default has been cured.

The provisions of this Section 22 shall apply to each successive Transfer and proposed transferee in the same manner as initially applicable to Developer under the Contract Terms set forth herein.

23. UNAVOIDABLE DELAY; EXTENSION OF TIME OF PERFORMANCE. Subject to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed, or considered to be in default (and an Event of Default shall not be deemed to have occurred), where any such default (or Event of Default) is due to an Unavoidable Delay. As used herein, "Unavoidable Delay" means and refers to a delay in performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, despite such Party's reasonable diligent efforts, including, but not limited to, industry-wide strikes, labor troubles or other union activities, casualty, war, acts of terrorism or riots. Any Party claiming Unavoidable Delay shall notify the other Party within a reasonable time after such Party knows of any such Unavoidable Delay; and (b) within five (5) days after such Unavoidable Delay ceases to exist. The extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Party not requesting an extension of time to perform due to such Unavoidable Delay and shall continue until the end of the condition causing the Unavoidable Delay. The Party seeking to be

excused from performance shall exercise its commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

(SIGNATURES ON NEXT PAGE)

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

By: _____
Carlos Jackson, Executive Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

DEVELOPER:
YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER LOS ANGELES
a California nonprofit corporation

By: _____
Name: Faye Washington
Title: Chief Executive Officer

EXHIBIT A SCOPE OF WORK

Developer shall construct a two (2) story Family Development Center that will include a childcare center that shall provide a minimum of 70 childcare spaces. The Family Development Center shall be approximately 15,000 square feet. The child care center, set within the Family Development Center, shall provide the area required by the State of California to allow for licensing for the operation of the childcare programs. The Family Development Center will provide a wide array of age-appropriate supportive services and resources (such as childcare, English as a Second Language classes, parenting classes, health and wellness classes, computer training, senior activities, and other programs) to children, youth, parents and seniors.

Developer shall retain an architect to develop site plans and submit to CDC for design review. Developer shall instruct architect to incorporate Crime Prevention Through Environmental Design (CPTED) principles to the design of the Family Development Center.

Developer shall be responsible for the construction of the facility, including securing all financing and entitlements and approvals. Developer shall also ensure that all environmental mitigation measures included in Exhibit F are incorporated into the design and construction of the Family Development Center.

Developer shall be responsible for operating the Family Development Center.

Developer shall be responsible for complying with all reporting requirements herein.

Separately attached, and incorporated herein by reference, are a complete permitted (Building and Safety approved and stamped and dated) set of construction drawings and project manual (including specifications) that establishes and defines the scope of work of this project for the purpose of implementing the Agreement to which this exhibit is attached.

**EXHIBIT B
PROJECT BUDGET**

**UNION PACIFIC FAMILY DEVELOPMENT
CENTER**

USES/SOURCES

CDBG-Pre-Development

Project Design	\$355,000.00
Utility Relocation	\$34,986.00
Permits and Fees-Design	\$58,392.00
Project Administration and Overhead	\$181,622.00
	<hr/> <hr/> \$630,000.00

CDBG-Program Equipment(2008/9)

Program Equipment (Play Structure, Classroom Supplies, Kitchen Equipment, Furnishings)	\$525,500.00
	<hr/> <hr/> \$525,500.00

YWCA of Greater Los Angeles

Land Transfer Costs	\$15,000.00
Direct Construction Costs	\$577,532.00
Construction Contingency	\$444,140.00
Development Soft Costs	\$205,000.00
Permits and Fees-Building	\$36,739.00
Program Relocation	\$250,000.00
Project Administration and Overhead	\$148,880.00
	<hr/> <hr/> \$1,677,291.00

First District Capital Project Funds

Construction Supervision and Consultants	\$482,669.00
Direct Development and/or Construction Costs	\$5,767,331.00
	<hr/> <hr/> \$6,250,000.00

TOTAL DEVELOPMENT COST	\$9,082,791.00
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EXHIBIT C

EXHIBIT C

LEGAL DESCRIPTION

PARCEL 1: 4301 UNION PACIFIC AVENUE

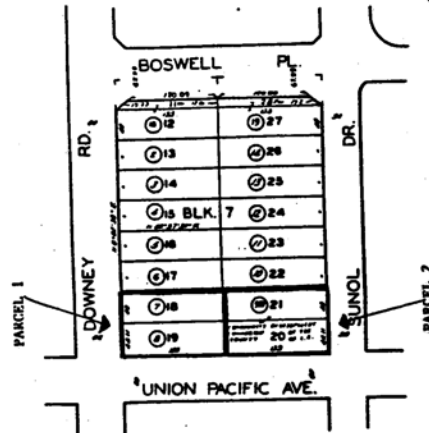
Lots 18 and 19 in Block 7 of Tract No. 4301, in the County of Los Angeles, State of California, as per map recorded in Book 50, Pages 98 and 99 of Maps, in the Office of the County Recorder of said County.

PARCEL 2: 4315 UNION PACIFIC AVENUE

Lots 20 and 21 of Block 7, Tract No. 4301, in the County of Los Angeles, State of California, as per map recorded in Book 50, Pages 98 and 99 of Maps, in the Office of the County Recorder of said County.

ASSESSOR'S PARCEL MAP

5241 8
Scale 1" = 80' 2000



TRACT NO. 4301
M. S. 50-98-99

CORE
10-40

FOR INFO: ASSTY. NO. 428-19

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

EXHIBIT D

COMMUNITY DEVELOPMENT BLOCK GRANT REPORTING REQUIREMENTS

The purchase of the Site for the development of the YWCAGLA Union Pacific Family Development Center facility was funded with Community Development Block Grant (CDBG) federal funds. Therefore, CDC and Developer shall comply with the following CDBG Program requirements:

Once the construction of the Project has been completed and the facility is made available to the public for use, CDC shall assist the Developer in completing the Quarterly Performance Report that is mandated by the U. S. Department of Housing and Urban Development (HUD) by compiling and providing Direct Benefits Information. The Developer shall report this Direct Benefits Information to the CDC only during the program year that the construction of the facility was completed and made available to the public. CDC will not close out the Project until it has verified that the HUD national objective has been met in accordance with HUD regulations and the Developer's policy as set forth in CDBG Bulletin No. 05-0044, dated November 21, 2005.

The CDC and Developer shall comply with HUD regulations, 24 CFR 570.502(b)(3)(ix)(A)(B), "Retention and access requirements for records." The Developer, or the selected designated operator, shall collect and maintain the following records for four (4) years following the closeout of the CDBG-funded contract, and shall enable CDC to conduct an onsite review of these records to verify compliance with the HUD national objective:

- Income documentation, as explained in CDBG Bulletin No. 07-0002, dated January 3, 2007, for beneficiaries of the facility, evidencing that at least fifty one percent (51%) of the clientele are persons whose family income does not exceed the low- to moderate-income limits.

In accordance with CDBG Bulletin No. 06-0016, dated June 16, 2006, if the Developer is unable to obtain complete income documentation from the facility's beneficiaries the Developer must receive authorization from CDC, CDBG Division, to use the "Public Service Self-Certification Form" (the "Form") to collect family income information. The Developer must ensure that the Form contains the current income guidelines, and that the completed Forms are maintained to in a manner to facilitate the Landlord's monitoring review. The Forms must be fully completed, signed, and dated by the beneficiaries, as well as approved by a Developer's authorized staff member. If the scope of facility's activity changes, the Developer shall submit a new request to CDC for authorization to use the "Public Service Self-Certification Form." For Federal reporting and monitoring purposes, the Developer shall collect and maintain the following information for each beneficiary of the facility:

- The name, address, ethnicity, race and single head of household status.
- Household income

- The census tract number of the place of residence.

CDC and Developer shall comply with HUD regulations, 24 CFR 570.505, "Use of Real Property." The Participant shall maintain the use of the facility for five (5) years. If there is a lapse in service (either voluntary or involuntary) during this period of longer than 90 continuous days, such lapse shall be reported in writing to CDC, CDBG Division, along with justification for the lapse, plans for resolving lapses in services and planned dates for resuming service. In the event the operation of a Family Development Center becomes infeasible, the Site may be used for another public purpose eligible under the CDBG Program regulations, and as approved by CDC and in consultation with the County of Los Angeles. If a CDBG eligible purpose is not feasible within the first five years from the time the Family Development Center was made available to the public for use, the YWCA must reimburse the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for improvements to the property.

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LOS ANGELES COUNTY

CDBG BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 2 Coral Circle • Monterey Park, California 91755

NUMBER: 05-0044

SUBJECT:

COMPLETION OF CDBG-FUNDED ACTIVITIES
TO MEET THE HUD NATIONAL OBJECTIVE

DATE: NOVEMBER 21, 2005

EFFECTIVE DATE: IMMEDIATELY

PAGE 1 OF 2

**TO: CDC DIVISIONS
COMMUNITY-BASED ORGANIZATIONS
COUNTY DEPARTMENTS
PARTICIPATING CITIES**

This bulletin transmits clarification regarding multi-phased or long-range projects receiving Community Development Block Grant (CDBG) funding, when it has been determined that the National Objective has been met, and how your Agency will report upon the completion of these CDBG activities.

In a recent review of program files, our U.S. Department of Housing and Urban Development (HUD) representative advised the Community Development Commission (CDC) that HUD will expect to see documentation to demonstrate how each CDBG-funded activity meets the National Objective identified in the *Exhibit A*. This new documentation requirement is fairly simple for most CDBG-funded activities, since they are funded on a one-year cycle and the accomplishments are met in that same year (e.g. public service activities).

However, the requirement is more complex for multi-phased, long-range activities such as property acquisition or pre-development activities (e.g. architectural and engineering on public improvement projects), which typically meet a CDBG National Objective once the end use of the property is completed or the improvement is available for use by the targeted eligible population (e.g. child care center, street improvements, etc.). When a contract is developed for a pre-development activity, a *preliminary* determination of the CDBG National Objective has been made based on the planned use. The *final* determination is made once the final project or end use is completed by ensuring that an eligible population received benefit for CDBG costs incurred. If an eligible population does not receive benefit, costs incurred would be disallowed, and the funded Agency would need to return non-federal funds to the CDBG Program.

The CDC previously defined a project as being complete when the CDBG activity goal and scope identified in each of the Exhibit A contract documents were accomplished. However, as mentioned above, this definition is no longer acceptable. The project's end use must be realized in order to be considered completed. In addition, direct benefit information is required if the

Strengthening Neighborhoods • Supporting Local Economies • Empowering Families • Promoting Individual Achievement



Participating Agencies
November 21, 2005
Page 2

project was qualified as providing benefit to limited clientele who are of low- and moderate-income, through housing, jobs created, or retention activities.

To avoid disallowed costs, we recommend that your Agency plan carefully and take prudent actions, including the following:

- ▶ Consider other funding sources for pre-development activities where the construction phase of the project may be long-range and difficult to track and report.
- ▶ If you decide to fund pre-development activities with CDBG funds in the future, be prepared to submit, for our review and incorporation into the *Exhibit A* document, additional information, which may include but not be limited to the following: a description of the overall project, each phase, and the portion(s) that will be CDBG-funded; a project proforma, showing all funding sources by line item; letters of commitment for all leveraged funding sources; and a project completion milestone schedule.
- ▶ For CDBG-funded activities that may take several years to complete, ensure that your Agency has the capacity to document compliance with all federal requirements and report on accomplishments for a long period of time.

Your full consideration and adherence to this clarification is greatly appreciated. Your Program Manager is available to further discuss, should you have any questions or concerns.

Sincerely,



TERRY GONZALEZ, Director
Community Development Block Grant Division

TG:EV:nm
K:\CDBG Common\Outreach & Marketing Team\Bulletins\2005\Completion of CDBG Funded Activities.doc



LOS ANGELES COUNTY

CDBG BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 2 Coral Circle • Monterey Park, California 91755

NUMBER: **06-0016**

SUBJECT: **GUIDANCE ON THE USE OF THE PUBLIC
SERVICE SELF-CERTIFICATION FORM
(REPRINT OF CDBG BULLETIN 94-0048)**

DATE: **June 16, 2006**

EFFECTIVE DATE: **IMMEDIATELY**

PAGE **1** OF **2**

**TO: COMMUNITY-BASED ORGANIZATIONS
PARTICIPATING CITIES
COUNTY DEPARTMENTS
CDC DIVISIONS
OTHER PUBLIC AGENCIES**

The purpose of this Bulletin is to provide guidance on the appropriate use of the attached Public Service Self-Certification Form.

Agencies with Community Development Block Grant (CDBG) funded activities, qualified under the National Objective of benefiting low- and moderate-income persons, pursuant to 24 CFR Part 570, Section 570.208(a)(2)(i)(B), must obtain income documentation from program participants.

Income documentation must be maintained so that it is evident that at least fifty-one percent (51%) of program participants are persons whose family income does not exceed the low- and moderate-income limits. The 2006 income guidelines, previously transmitted through CDBG Bulletin No. 06-0007, should be used to determine, whether a client is of low- or moderate-income.

If agencies are unable to obtain income documentation for non-housing activities, and have exhausted every means possible, the attached Public Service Self-Certification Form may be utilized. This form, however, may **only** be used in those instances where agencies are unable to obtain complete income documentation from the participant and further pursuit of this information would create a hardship for the agency. Agencies must ensure that it is fully completed, signed, and dated by the client, as well as approved by a designated agency staff member. Furthermore, each completed Public Service Self-Certification Form must be maintained in the client file for monitoring purposes.

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Participating Agencies
June 16, 2006
Page 2

Prior to using the Public Service Self-Certification Form, agencies are required to request, in writing, authorization from the Community Development Commission. An agency's written request must provide thorough justification for using the Public Service Self-Certification Form and explain why obtaining income documentation is infeasible.

If you have any questions, please contact your Program Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Gonzalez", is written over the printed name.

TERRY GONZALEZ, Director
Community Development Block Grant Division

TG:RBW:nm
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Attachments

PUBLIC SERVICE SELF-CERTIFICATION FORM

Name: _____

Address: _____

Census Tract: _____

Contract Period: _____ Project Name: _____

1. Number of People in Household: _____

2. Please check your household size and annual income level (from all sources):

House- Hold Size	Extremely Low-Income*	Low-Income*	Moderate-Income*	Above Moderate- Income*
1	_____ \$15,550 or less	_____ \$15,551 to \$25,900	_____ \$25,901 to \$41,450	_____ above \$41,451
2	_____ \$17,750 or less	_____ \$17,751 to \$29,600	_____ \$29,601 to \$47,350	_____ above \$47,351
3	_____ \$20,000 or less	_____ \$20,001 to \$33,300	_____ \$33,301 to \$53,300	_____ above \$53,301
4	_____ \$22,200 or less	_____ \$22,201 to \$37,000	_____ \$37,001 to \$59,200	_____ above \$59,201
5	_____ \$24,000 or less	_____ \$24,001 to \$39,950	_____ \$39,951 to \$63,950	_____ above \$63,951
6	_____ \$25,750 or less	_____ \$25,751 to \$42,900	_____ \$42,901 to \$68,650	_____ above \$68,651
7	_____ \$27,550 or less	_____ \$27,551 to \$45,900	_____ \$45,901 to \$73,400	_____ above \$73,401
8	_____ \$29,300 or less	_____ \$29,301 to \$48,850	_____ \$48,851 to \$78,150	_____ above \$78,151

*Please see Bulletin No. 07-0010 for comparison of CDBG and HUD terms.

3. Ethnic Background:

Racial Background

Mark X next to the category that best describes your origin.

Single Categories

___ American Indian/Alaska Native
___ Asian

___ Black/African American
___ Native Hawaiian/Other Pacific Islander
___ White

Double Categories

___ American Indian or Alaska Native AND White
___ Asian AND White
___ Black or African American AND White
___ American Indian or Alaskan Native AND Black or African American

___ **Other** – for individuals not identified above

Ethnic Background

Mark X next to the category that best describes your ethnicity.

___ Yes, Hispanic/Latino
___ No, not Hispanic/Latino

Household Information – Check one

___ A female heads the household where this client resides.
___ A male heads the household where this client resides.

I certify that the above information is true and accurate and that supporting documentation can be provided upon request.

Applicant's Signature

Date

Agency's Approval

Date

FORMA DE AUTO-CERTIFICACIÓN PARA SERVICIO PÚBLICO

Nombre: _____

Dirección: _____

Tracto del Censo: _____

Periodo del Contrato: _____ Nombre del Proyecto: _____

1. Cantidad de Personas en el Hogar: _____

2. Por favor marque el número que corresponde a la cantidad de personas en su hogar, y también indique los ingresos anuales en total:

Cantidad en el Hogar	Ingresos Extremadamente Bajos*	Ingresos Bajos*	Ingresos Moderados*	Ingresos más Arriba de Moderado*
1 _____ \$15,550 o menos	_____ \$15,551 a \$25,900	_____ \$25,901 a \$41,450	_____ más de \$41,451	
2 _____ \$17,750 o menos	_____ \$17,751 a \$29,600	_____ \$29,601 a \$47,350	_____ más de \$47,351	
3 _____ \$20,000 o menos	_____ \$20,001 a \$33,300	_____ \$33,301 a \$53,300	_____ más de \$53,301	
4 _____ \$22,200 o menos	_____ \$22,201 a \$37,000	_____ \$37,001 a \$59,200	_____ más de \$59,201	
5 _____ \$24,000 o menos	_____ \$24,001 a \$39,950	_____ \$39,951 a \$63,950	_____ más de \$63,951	
6 _____ \$25,750 o menos	_____ \$25,751 a \$42,900	_____ \$42,901 a \$68,650	_____ más de \$68,651	
7 _____ \$27,550 o menos	_____ \$27,551 a \$45,900	_____ \$45,901 a \$73,400	_____ más de \$73,401	
8 _____ \$29,300 o menos	_____ \$29,301 a \$48,850	_____ \$48,851 a \$78,150	_____ más de \$78,151	

*Por favor vea "Bulletin No. 07-0010" para una comparación de términos entre el programa de Dávitas para el Desarrollo Comunitario, (CDBG) y la agencia Federal de Vivienda y Desarrollo Urbano, (HUD).

3. Origen Nacional:

Origen Racial

Indique una X junto a la categoría que mejor describe su origen racial.

Categorías Únicas

- ☐ Indio Americano/Nativo de Alaska
☐ Asiático

☐ Negro/Africo Americano
☐ Hawaiano Nativo/Otra Isla Pacifica
☐ Caucásico

Categorías Dobles

- ☐ Indio Americano o Nativo de Alaska Y Caucásico
☐ Asiático Y Caucásico
☐ Negro o Africo Americano Y Caucásico
☐ Indio Americano o Nativo de Alaska Y Negro o Africo Americano

☐ **Otro** – para individuos no identificados anteriormente

Origen Nacional

Indique una X junto a la categoría que mejor describe su origen nacional.

- ☐ Si, Hispano/Latino
☐ No, ni Hispano/Latino

Información del Hogar – Marque uno

- ☐ Una hembra es la cabeza del hogar donde vive este cliente.
☐ Un varón es la cabeza del hogar donde vive este cliente.

Yo certifico que la información en esta forma es verdadera y exacta, y la documentación apoyando estos datos puede ser proveida al pedirse.

Firma del Aspirante

Fecha

Aprobación de la Agencia

Fecha

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DIVISION
CERTIFICATION OF ELIGIBLE USE
REAL AND NON-EXPENDABLE PROPERTIES
PROJECT NO. 600827-05

INSTRUCTIONS: Check off reporting period, sign certification, and submit by July 7 to the following:

Community Development Commission
Community Development Block Grant Division
Program Management Unit
2 Coral Circle
Monterey Park, CA 91755

REPORTING PERIOD ENDING: ☐ June 30, _____ ☐ June 30, _____
☐ June 30, _____ ☐ June 30, _____ ☐ June 30, _____

CERTIFICATIONS:

- YWCA of Greater Los Angeles collected, verified, and is maintaining client income, based on U.S. Department of Housing and Urban Development's (HUD) income guidelines in effect for the corresponding year.
- The Childcare Center is being used for the identified eligible activity and purpose as provided in the County of Los Angeles, CDBG Program Contract No. 600827 and the DDA and the Childcare Center is servicing at least 51% low-and moderate-income households.
- YWCA of Greater Los Angeles has not ceased operation (either voluntary or involuntary cessation) of the Childcare Center, for a continuous period of more than thirty days, during the year. Deviation from this policy will be reported in writing to CDBG, with justification and planned date for resuming the service.

YWCA of Greater Los Angeles
Representative's Signature

Date

Please print the following information:

Name: _____

Title: _____

Phone No.: _____

E-mail address: _____

EXHIBIT E QUITCLAIM DEED

**RECORDING REQUESTED BY
HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

Community Development Commission of the
County of Los Angeles
Construction Management Division
4800 E. Cesar E. Chavez Avenue
Los Angeles, CA 90022
Attention: Bill Yee

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

Space above the line for Recorder's use
ASSESSOR'S IDENTIFICATION NUMBERS
5241-008-901; 5241-008-902 and 5241-008-903

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

QUITCLAIM DEED

THE **COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**, a public body corporate and politic, ("Grantor"), for the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release quitclaim to:

Young Women's Christian Association of Greater Los Angeles ("Grantee")

all of the rights, title and interest in and to the described real property ("Property"). The Property is located in the unincorporated territory of the County of Los Angeles, State of California and is more particularly described in the attached Attachment A, which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. At all times and under all conditions, said Property and all services provided thereon shall be equally open and available to County of Los Angeles ("County") residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given County residents of the incorporated area not equally accorded County residents of the unincorporated territory.
- d. At all times and under all conditions, the Property shall be continuously operated as a family development center, which shall include a childcare center which shall provide a minimum of seventy (70) licensed preschool spaces. In addition, fifty-one percent (51%) of all total households served by the family development center shall be occupied by households with incomes that do not exceed eighty percent (80%) of Area Median Income as defined by the U.S. Department of Housing and Urban Development for the Los Angeles-Long Beach Metropolitan Statistical Area. In the event that Grantor determines that Grantee or other owner in possession is not complying with this restriction and Grantee has not cured such failure to comply within thirty (30) days after receipt of written notice from Grantor (or if such failure to comply cannot be cured within thirty (30) days, it shall be deemed cured if Developer commences the cure within said thirty (30) day period and diligently prosecutes such cure to completion thereafter with the cure completed in any event within no greater than one hundred eighty (180) days after notice), and Grantor has not otherwise provided written consent to such use, then upon written notice recorded in the Official Records of the Recorder of the County of

Los Angeles or upon appropriately filed civil action, all right title and interest in and to said Property shall automatically revert back to the Grantor.

- e. If the operation of the Family Development Center becomes infeasible as determined by Grantor in its reasonable discretion, Grantor may use the Property for another public purpose eligible under the Community Development Block Grant ("CDBG") Program regulations, and as approved by the Grantor and in consultation with the County.
- f. Unless specifically waived by Grantor, the restrictions outlined in Paragraphs (c) and (d) hereinabove shall be an encumbrance upon the Property in perpetuity commencing as of the date this document is recorded in the office of the County of Los Angeles Registrar-Recorder.

Dated: _____
The Community Development Commission of the
County of Los Angeles, a public body corporate and politic

STATE OF California)
)
COUNTY OF _____) ss.

On _____ before me, _____, Notary Public,
personally appeared _____, who
proved to me on the basis of satisfactory evidence-to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

Exhibit F
ENVIRONMENTAL MITIGATION MEASURES

Title: YWCAGLA Union Pacific Family Development Center

Project No. 600827-05

The following special conditions/environmental mitigation measures must be included in the project contract and later implemented as part of the project scope to alleviate adverse environmental impacts. The environmental clearance is conditioned upon the implementation of all special conditions/mitigation measures:

1. Asbestos and Lead Surveys. Prior to demolition or construction activities being conducted onsite, a survey shall be conducted for the presence of asbestos containing materials (ACM) and lead-based paint (LBP), and, if either is detected onsite, appropriate abatement and/or management actions shall be undertaken in accordance with applicable regulations.
2. Solid Waste Recycling. Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.
3. Water Supply. Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - All new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.
4. Archaeological Resources. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
5. Additional Modifications. Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

EXHIBIT G

MAINTENANCE STANDARDS

Community Development Commission of the County of Los Angeles ORDINARY MAINTENANCE AND REPAIRS

Ordinary maintenance is the routine work of keeping the buildings, grounds, and equipment in such condition that they may be utilized continually at their original or designed capacities and efficiencies for their intended purposes. Minor repair is the restoration of the facility to a condition substantially equivalent to its original capacity. Minor replacement is the substitution of component parts of equipment to extend its useful life.

In order to assure that the Family Development Center on the Site is kept in a decent, safe, and sanitary condition, the buildings, grounds, and equipment are to be maintained in a manner that will preserve their condition. "Grounds" includes lawns, roads, walks and other paved areas, trees and plants, fences, play areas, drainage facilities, etc. "Buildings" includes roofs, attic spaces, gutters and downspouts, walls, porches, foundations, crawl spaces, windows, floors, doors, etc. "Equipment" covers all items such as utility lines and piping, heating and plumbing equipment, pumps and tanks, ranges and refrigerators, tools, etc.

Set forth below are the standards for the degree of maintenance, repair and cleaning necessary to qualify as "safe, decent and sanitary." The Standards describe the minimum level of cosmetic repair and degree of cleanliness necessary to effectively market the dwelling units and to satisfy the needs of prospective residents. In brief, rental units are to be free of all defects (as described herein) and have an appealing and desirable appearance.

EXTERIOR PROPERTY AREAS

- A. Sanitation. Yards shall be clean and sanitary. All rubbish, garbage, trash, litter, debris, and abandoned personal property are to be removed from the grass, walks, steps, parking areas, and other grounds, as well as the roofs, gutters and window wells.
- B. Lawn Maintenance. Grounds shall be examined for proper drainage and, if necessary, graded to prevent the accumulation of stagnant water and to prevent water from seeping into building structures. All soil areas shall be sodded or seeded, as necessary, to prevent erosion, except garden areas at scattered sites. Weeds, saplings and uncut grass along the foundations of the house and garage, the fences, the walks, the parking areas, the sidewalk expansion joints and the window wells are to be removed. All grounds are to be free of noxious weeds. Bushes, hedges and trees are to be trimmed, if necessary. Grass shall be cut as often as necessary so that it does not exceed five (5) inches in height. The yard will be raked, as necessary.

- C. Walks and Steps. All front walks, sidewalks, rear walks, steps, driveways and parking pads shall be maintained in such a manner that there are no cracks or heaves large enough to create a safety hazard. Remove chipped and loose pieces of concrete and asphalt, as needed. Remove all graffiti.

EXTERIOR STRUCTURES -- DWELLING AND GARAGE

- D. Foundation, Walls, and Roof. All exterior surfaces shall be maintained in good repair. They shall be free of holes, significant cracks, breaks and loose materials to provide a sufficient covering for the underlying structural surface and prevent any moisture from entering the dwelling. If the protective surface is paint, and if more than 25% of the area is blistered, cracked, flaked, scaled, or chalked away, it shall be repainted, weather permitting. All dirt, unsightly stains and graffiti are to be removed. Prime doors shall open and close smoothly. Each prime door shall have a properly working dead bolt lock with a newly changed cylinder.
- E. Screens (if applicable). Every window shall have a screen which fits tightly and securely to the frame. Each screen shall be free of holes large enough for insects to penetrate or tears longer than 1".
- F. Gutters and Downspouts. If the structure has gutters and downspouts, they are to be secured to the structure and free of leaves and other debris.
- G. Garage and/or Outside Parking Area. Overhead and service doors are to open and close smoothly and lock. Remove all loose contents from the interior. Wipe up surface oil drippings and spills. Broom sweep the floor or outside parking area.
- H. Faucets. Faucets and handles shall work properly.
- I. Miscellaneous. Mailboxes, guardrails, railings, exterior lights, fences and clothes line poles shall be properly anchored. Doorbells shall operate properly.
- J. Wall Graffiti. Wall graffiti and other unsightly markings on exterior walls are to be removed daily. If the graffiti is offensive in nature (profanity, gang slogans, etc.) it will be removed immediately.

Those deficiencies that are discovered during the winter that require warm weather to properly correct are to be noted for summer repair.

INTERIOR PROPERTY AREAS

- K. Walls and Ceilings. All holes over one inch in diameter are to be filled. All cracks are to be filled or taped and plastered. All holes of one inch in diameter or less are to be filled if they are present in sufficient number to give

the surface an undesirable appearance. All patches are to be sanded smooth. All wet plaster shall be neatly primed. In cases of extensive repair, the entire wall shall be primed.

- L. Doors, Hardware, Room Trim, and Handrails. All surfaces shall be clean and free of splashed or spilled paint. Doors shall open, close and latch smoothly and properly. Door stops shall be installed for each door and be clean and intact. Handrails shall be secure.
- M. Floors, Stairs, Baseboards, and Corners. Remove all rubbish, garbage, trash, litter, debris and abandoned personal property. All surfaces shall be swept or vacuumed. Carpet, if installed, shall be vacuumed, and, if it smells badly, has paint spills, or is dirty or stained, shall be shampooed.
- N. Window Areas. Tracks shall be free from dust, dirt and debris and lubricated so that windows slide smoothly and close tightly. Frames and sills shall be free of dust, dirt and mud. Curtain rods are to be securely installed over each window opening unless drapery rods are already in place. New, or "like new", window shades are to be installed over each bedroom window and non-opaque bathroom window. Dispose of and replace drapes and curtains in poor condition or that are dirty. Window panes shall be intact, i.e., without holes, chips, missing pieces or cracks, except for short corner cracks. Reputty the windows, if necessary. Window locks and other hardware shall function properly.
- O. Electrical Fixtures, Outlets, Switch Plates, and Outlet Plates. Each light fixture socket shall have a working light bulb. Each light fixture in the living areas shall have a clean globe, lens or shade. Test each switch, socket, and outlet and repair, if necessary. Light switch cover plates and electrical outlet cover plates shall be clean, i.e., free of dirt, grease, grime and paint, and shall be in good condition and intact, i.e., free of chips and cracks.
- P. Plumbing Fixtures.
 - i. Faucets shall have adequate water flow. Handles shall turn "on" and "off" easily and smoothly. Faucets shall not leak when "on" or "off." Each faucet shall have a properly installed and functioning aerator, if so designed.
 - ii. Drains shall be tested by a 30-second lukewarm water run to assure no leakage. Water shall empty from the sinks and tubs quickly. The drain pipe shall look and feel dry. Each drain shall have a stopper or a basket.
 - iii. Sinks and tubs shall be free of surface cracks or chips over one inch in length.

- iv. Toilets shall operate properly. Toilet seats and covers shall be in “like new” condition with no surface finish loss whatsoever.
- v. Other plumbing and related fixtures, such as kitchen sprayers, shower doors, and water main shutoffs shall work properly.
- Q. Cabinets, if applicable. Kitchen, medicine and other storage cabinets doors and drawers shall open and close freely. The attendant hardware shall be clean, secure, and operate properly.
- R. Stoves. All parts shall work properly. The exhaust fan filter shall be changed or washed, if applicable. Each oven shall have an appliance bulb, broiler drip pan and cover and two oven racks.
- S. Heat Vents, Grilles, and Cold Air Return Grates. There shall be no broken or bent grille work. Grilles and grates shall be kept free of dirt, dust, grime and debris.
- T. Thermostat and Smoke Detector. The thermostat and smoke detector shall be clean, intact, free of paint and tested to operate properly.
- U. Basement, if applicable. The ceiling, window openings, walls, pipes, ductwork, furnace and water heater are to be free of dirt, grease, spider webs and cobwebs. The floor shall be broom swept clean of loose dirt and litter. Windows and laundry tubs shall be washed if dirty. Laundry plumbing shall operate properly. Any basement bathroom interior and fixtures shall be kept clean. The furnace and water heater shall be tested to work properly, and furnace filter replaced as needed. Cap and close valve on unused gas lines. Seal dryer vent.
- V. Attic. Accessible attics shall be free of litter.
- W. Common Areas. The common areas and the entrances shall be inspected, repaired, and cleaned as necessary.
- X. Pest Control. The Site shall be free of all insect vermin. Remove all insect vermin. Inspect for other vermin and exterminate, if necessary.

Community Development Commission of the County of Los Angeles
PREVENTATIVE MAINTENANCE STANDARDS

Preventive maintenance based on regular methodical inspections is the action taken to avoid or minimize the need for more costly measures at some future time. It is performed prior to actual breakdown thereby preventing costly replacements and, in the case of operating equipment, lengthy shutdown. Effective preventive maintenance reduces long-range operating costs and lessens the necessity for major restorations and improvements. Preventive maintenance shall include, but is not limited to, the following, and shall include all other items affecting the health and safety of the occupants (pursuant to California Health & Safety Code 17910 *et seq.*):

Scheduled checking, adjusting, cleaning, and lubricating heating equipment.

Periodic inspection of ranges, hot water heaters, and space heaters for mechanical performance and for needed replacement of worn or broken parts.

Inspecting, servicing, and replacing worn parts in electro-mechanical equipment.

Checking and repairing plumbing fixtures, toilet tanks, drains, condition of porcelain, etc.

Termite and vermin inspection and elimination, by a licensed firm.

Periodic interior and exterior painting.

Inspecting and patching roofs, gutters, downspouts, and flashing.

Inspecting underground facilities for corrosion and control thereof, if applicable.

Inspecting for condensation, dampness, and fungus in wood and for rust in iron components and taking appropriate corrective measures.

Patching paved surfaces and sealcoating, as needed.

Correcting erosion and drainage deficiencies.

Fertilizing and cultivating planted areas.

Installing protective barriers, where needed, for planted areas and trees.

Checking fire safety equipment for operable use.

Caulking around tiles, countertops, windows, and doors to avoid water damage.

Administration and implementation of the preventative maintenance program shall be performed on the following schedule or a schedule approved by the Commission prior to implementation:

1.	Annual Inspections and Corrections	1 year
2.	Heating Furnace Services:	
	Minor Inspections and Services	3 months
	Major Inspections and Services	2 years
3.	Fire Extinguisher and Alarm Inspections and Services	1 month
4.	Range Hood and Motor Inspections and Services	1 year
5.	Project Site Inspections and Corrections	1 year
6.	Roofing Inspections and Corrections	1 year
7.	Project Fencing Inspection	1 year
8.	Security Lighting Inspections and Services	1 year
9.	Trees and Shrubbery Inspections and Corrections	1 year
10.	Water Heater Inspections and Services	1 year
11.	Sewer Lift Station Inspections and Services	6 months
12.	Septic Tank Inspections and Services, if applicable	1 year
13.	Street Pavement Inspections and Corrections	1 year
14.	Weather Stripping and Caulking	1 year
15.	Interior Painting of Units	5 years
16.	Exterior Painting of Units:	
	Wood siding and trim	3 years
	Brick walls, stucco walls and steel sash	5 years

EXHIBIT H – OTHER FEDERAL REQUIREMENTS

The Developer is required to comply with, and include the following requirements in its contractual agreement with the awarded Prime Contractor, and the Prime Contractor is required to include the following information in each Subcontract:

State Prevailing Wage Requirements

This construction project is funded in whole with public funds. The Contractor and all Subcontractor(s) shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov. or **by contacting the Community Development Commission, Labor Compliance Unit for the prevailing wage rates on file.**

The Contractor and Subcontractor shall also:

- (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774;
- (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites;
- (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861;
- (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee;
- (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;
- (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's section 16200;
- (7) Comply with Section 16101 of these regulations regarding discrimination;
- (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5;
- (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and
- (10) Comply with any other requirements imposed by the State of California.

10% Withhold from PROGRESS PAYMENT

The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Community Development Commission before the start of construction. The Contractor shall submit to the Community Development Commission all of its payrolls for

each pay period within 7 days after the pay period has ended. The Contractor shall also collect, review and submit to the Community Development Commission all of its subcontractors' payrolls for each pay period within 7 days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within 7 days after the pay period has ended, is a violation of this contract and entitles the Community Development Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this contract which may result in the Community Development Commission terminating the contract for default.

Consideration of GAIN/GROW Participants for Employment

Should the Contractor or Subcontractor(s) require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

DISPOSITION AND DEVELOPMENT AGREEMENT

YWCA OF GREATER LOS ANGELES UNION PACIFIC FAMILY DEVELOPMENT CENTER

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EXHIBIT I – REQUIRED FORMS

For the purpose of filling out the attached forms, the Developer may be referred to as Proposer, Contractor, Vendor, Firm, Company, etc.

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm:_____Date:_____

Address:_____

State:_____Zip Code:_____Phone No.:_____

Acting on behalf of the above named firm, as its Authorized Official, the following Certification to the United States Department of Housing and Urban Development (HUD) and the Community Development Commission/Housing Authority/Housing Authority, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriation funds have been paid for or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and;
- 3) The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name:_____Title:_____

Signature:_____Date:_____

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

1. The proposer has a written policy statement prohibiting discrimination in all phases of employment.
2. The proposer periodically conducts a self-analysis or utilization analysis of its work force.
3. The proposer has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables.

Name and Title of Signer

Signature

Date

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755
 323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
 Commissioners

Carlos Jackson
 Executive Director

Dear Supplier/Contractor:

The Community Development Commission (CDC) of the County of Los Angeles gives business enterprises the opportunity to be placed on its Vendor List and notified of upcoming solicitations. Please consider filling out the attached Vendor Application Packet in order to take full advantage of these opportunities. After completing the Vendor Application, W-9 form and Organization Information Form, return them to: Community Development Commission, Attn: Central Services Vendor List, 2 Coral Circle, Monterey Park, CA 91755, or fax to (323) 890-8578, Attn: Central Services Vendor List. For your convenience, you may also access this application online at <http://www.lacdc.org> under "Doing Business With Us – Become a CDC Vendor," or call (323) 890-7339 and request that it be emailed to you.

The CDC is required to comply with the Federal Tax Information Regulations, thus your taxpayer identification number or social security number must be on file via the W-9 "Request for Taxpayer Identification Number and Certification" form that is included in this packet. All information provided will be kept confidential.

Vendors having completed and returned all forms in the Vendor Application Packet will be placed on the CDC's Vendor List and provided with the opportunity to receive requests for quotes, bids or proposals when they become available in their area of expertise. For solicitations over \$25,000, bid or proposal notices are mailed to vendors for the particular services or commodities they offer. Solicitations that are estimated to be less than \$25,000 require a minimum of three quotes that are obtained either verbally or in writing from vendors that are on the Vendor List. It is the policy of the CDC to assure equal opportunity in the award and performance of any contract, to all persons, without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

Additionally, the CDC lists all current open solicitations of \$10,000 or more, on the Internet, at: <http://www.lacdc.org> under "Doing Business With Us – View Open Solicitations."

If you have any questions about how to become a vendor with the CDC or how to access solicitation opportunities online, you may contact Keffenie Beyl, Analyst, at (323) 890-7339. For questions regarding the W-9 form, please contact our Purchasing Department at (323) 890-7330.

Sincerely,


BEN MARTINEZ, Manager
 Central Services Unit


KEFFENIE BEYL, Analyst

BM:kb
 Attachments

Revised 3/15/07
 Strengthening Neighborhoods • Supporting Local Economies • Empowering Families • Promoting Individual Achievement





Community Development Commission of the County of Los Angeles

Vendor Application

To be placed on the CDC's Vendor List, please complete the information as completely as possible and return with the Organization Information Form and W-9 to:

Community Development Commission
Attn: Central Services Vendor List
2 Coral Circle • Monterey Park, CA 91755-7425
Phone: (323) 890-7339 • Fax: (323) 890-8578

FOR OFFICE USE ONLY

Received: _____

Vendor #: _____

Date Entered: _____

Entered By: _____

☐ New Applicant

☐ Update of Company's Information

Name of Company: _____

Contact Person: _____ Title: _____

Company Address: _____
(P.O. Box will not be accepted) Street City State Zip + 4

Billing Address/Remit To: _____
(if different from above) Street City State Zip + 4

Phone Number () Fax Number () Email: _____

☐ Federal I.D. No. ☐ Social Security No. ☐ Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)

Please print Federal I.D., Social Security or Federal Non-Profit No: _____

TYPE OF OWNERSHIP (check all applicable)

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Limited Liability Company

☐ Other _____

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☐ Consultant ☐ Broker/Agent ☐ Vendor

☐ Other _____

PRODUCTS/SERVICES PROVIDED

Please review the attached Vendor Commodity Codes List and select the codes that apply to the type(s) of product(s) and/or service(s) provided by your company.

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.

Signature _____ Title _____ Date _____

(Application is NOT valid unless signed and dated.)

Rev. 3/16/07



COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

VENDOR COMMODITY CODES

Please choose the appropriate Commodity Code (s) and enter on the
CDC Vendor Application under "Products/Services Provided."

Commodity types have been coded as follows:

CO - Contractors

SE - Services

SU - Supplies

EQ - Equipment

MA - Materials

PR - Professional Services/Consultants

In the case that the product and/or service that your company provides is not included on this list, please identify under the
"Code" section the commodity type as coded above and write in the description of your business.

SE.092 ACCOUNTING SERVICES	SE.116 CARPET DAMAGE RESTORATION	CO.007 DRYWALL CONTRACTOR
SE.001 ADVERTISING	SE.012 CAR WASHING / DETAILING	PR.017 ECONOMIC DEVELOPMENT CONSULTANT
SU.049 AIR CLEANER SUPPLIES	CO.004 CARPENTRY	CO.008 ELECTRICAL CONTRACTOR
SE.089 AIR CLEANING SERVICES	SE.013 CARPET / FLOOR CLEANING	PR.018 ELECTRICAL ENGINEER
EQ.001 AIR CONDITIONERS-EQUIPMENT	MA.003 CARPET, RUGS	SU.014 ELECTRICAL SUPPLIES
CO.001 AIR CONDITIONING CONTRACTOR	EQ.056 CASH REGISTERS	CO.009 ELEVATOR CONTRACTOR
PR.079 AIR QUALITY CONSULTANTS	SE.014 CATERING	SE.023 ELEVATOR MAINTENANCE SERVICE
SE.002 ALARMS/SECURITY	SE.015 CELLULAR PHONE SERVICE	SU.015 EMBROIDERED SHIRTS, ETC
SE.003 AMBULANCE SERVICES	EQ.008 CELLULAR PHONES	EQ.015 EMERGENCY EQUIPMENT
SE.099 ANSWERING SERVICES	EQ.057 CHEMICAL STORAGE UNITS	PR.058 ENERGY CONSERVATION CONSULTANT
SE.088 APARTMENT MANAGEMENT	EQ.009 CHILD CARE EQUIPMENT	PR.053 ENERGY CONSULTING
MA.024 APPLIANCE PARTS	CO.005 CIVIL ENGINEERING CONTRACTOR	CO.028 ENGINEERING CONTRACTOR A LICENSE
EQ.002 APPLIANCES	PR.009 CIVIL ENGINEERS	SE.024 ENVELOPE PRINTING
PR.082 APPRAISALS, EQUIPMENT	SE.016 COLLECTION SERVICES	SU.050 ENVELOPE SUPPLIER
PR.001 APPRAISALS, PROPERTY	PR.074 COLOR CODING SYSTEMS	PR.019 ENVIRONMENTAL ANALYSIS
PR.002 ARCHITECTS	EQ.010 COMMUNICATION SYSTEMS	PR.069 ENVIRONMENTAL WASTE CONTROL
PR.003 ARCHITECTURAL DESIGN CONSULTANT	PR.010 COMPUTER CONSULTING	EQ.016 EQUIPMENT RENTALS
PR.046 ASBESTOS CONSULTANT	SE.106 COMPUTER DISK DATA RECOVERY	SE.087 EQUIPMENT REPAIR
CO.002 ASBESTOS CONTRACTOR	SE.107 COMPUTER DRAFTING SERVICES	CO.010 EXCAVATING CONTRACTOR
SU.001 AUDIO TAPES	EQ.011 COMPUTER FURNITURE	SE.025 ESCROW SERVICES
EQ.003 AUDIOVISUAL EQUIPMENT	EQ.013 COMPUTER HARDWARE	SE.026 EVICTION SERVICES
SE.004 AUDIOVISUAL REPAIR	SE.017 COMPUTER MAINTENANCE / REPAIR	PR.083 EXPERT WITNESS SERVICES
SE.112 AUDIOVISUAL RENTAL	SU.011 COMPUTER PAPER	PR.020 FACILITIES MAINTENANCE
PR.005 AUDITING FINANCIAL	EQ.012 COMPUTER PRINTERS	PR.076 FACILITY MANAGEMENT SERVICE
EQ.050 AUTO EQUIPMENT	PR.063 COMPUTER PROGRAMMING	SU.016 FAX MACHINE SUPPLIES
SU.002 AUTO GLASS	SU.008 COMPUTER RIBBON SUPPLIER	EQ.017 FAX MACHINES
SU.003 AUTO PARTS	SU.009 COMPUTER SOFTWARE	CO.011 FENCING CONTRACTOR
SE.005 AUTO SERVICE	SU.010 COMPUTER SUPPLIES	MA.005 FIBERGLASS
EQ.004 AUTOMOBILES	PR.011 COMPUTER TRAINING	PR.070 FILE CONVERSION SERVICES
SU.004 AWARDS/TROPHIES	CO.006 CONCRETE / ASPHALT CONTRACTOR	PR.072 FILING SYSTEMS
MA.001 AWNINGS	PR.012 CONFERENCE / SEMINAR PLANNING	SE.027 FILM PROCESSING
SE.006 BACKFLOW DEVICE INSPECTION SVC	PR.065 CONFERENCE / MEETING LOCATION	PR.021 FINANCIAL CONSULTANT
PR.052 BANKING SERVICES	SE.115 CONSTRUCTION CHUTES SERVICES	SE.028 FIRE ALARM TESTING
SU.054 BANNERS	SE.086 CONSTRUCTION INSPECTION SERVICES	EQ.020 FIRE ALARMS
PR.073 BAR CODE SYSTEMS	PR.013 CONSTRUCTION MANAGEMENT	SE.029 FIRE EXTINGUISHER TESTING
CO.047 BATH REFINISHING	EQ.014 COPY MACHINE	EQ.018 FIRE EXTINGUISHERS
EQ.005 BICYCLE PARKING RACKS	SU.012 COPY MACHINE SUPPLIES	PR.022 FIRE PREVENTION
PR.006 BID BROKERS/BUSINESS DEVELOPMENT	SE.018 COPYING / INSTANT PRINTING	EQ.019 FIRE SPRINKLER SYSTEMS
SU.005 BINDERS	PR.014 CPR TRAINING	SU.017 FIRST AID SUPPLIES
SE.007 BINDERY SERVICES	SE.019 CREDIT INFORMATION SERVICES	CO.012 FLOOD CONTROL SYSTEMS / SEWER
SE.120 BIOHAZARD CLEAN-UP	SE.121 CRIME SCENE/TRAUMA CLEAN-UP SERVICES	MA.006 FLOOR COVERING
SE.008 BLUEPRINTING	SE.102 CUSTOM FURNITURE	CO.013 FLOORING CONTRACTOR
SU.006 BLUEPRINTING SUPPLIES	SE.020 DAY CARE SERVICES	SE.030 FLORISTS
CO.003 BOARD UP SERVICES	SU.013 DECALS, BUMPER STICKERS	EQ.021 FOLDING CHAIRS, TABLES
EQ.006 BOILERS	SE.119 DEMOLITION	SE.105 FOOD SERVICE SUPPLIES
PR.007 BOND COUNSEL	SE.021 DESK TOP PUBLISHING	CO.049 FOUNDATION / DRILLING CONTRACTOR
PR.057 BOND UNDERWRITING	PR.015 DEVELOPERS	CO.014 FRAMING CONTRACTOR
SU.007 BOXES (SHIPPING, STORAGE, GIFTS)	PR.016 DEVELOPMENT ENGINEERING	SE.031 FURNITURE REFINISHERS
MA.002 BUILDING MATERIALS	SE.022 DISASTER PLANNING SERVICE	EQ.022 FURNITURE, OFFICE
SE.009 BUSINESS CARD PRINTERS	EQ.060 DISPLAYS, TRADESHOW / CONFERENCE	MA.007 GARAGE / ROLL-UP DOORS
PR.008 BUSINESS VALUATIONS	SE.117 DOCUMENT IMAGING	MA.008 GARBAGE DISPOSALS
SE.010 BUSING	SE.108 DOCUMENT STORAGE	SU.048 GASOLINE
MA.025 CABINETS	MA.004 DOORS	CO.015 GENERAL CONSTRUCTION CONTRACTOR
SE.011 CABLE TV SERVICE	SU.043 DRAFTING SUPPLIES	CO.016 GENERAL CONTRACTORS B LICENSED
EQ.007 CALCULATORS / ADDING MACHINES	MA.023 DRINKING FOUNTAINS	PR.023 GENERAL DESIGN ENGINEERING

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CO.045	GEOTECHNICAL ENGINEERING CONTR	SE.090	OFFICE EQUIPMENT MAINTENANCE	SE.103	SANDBLASTING / HYDROBLASTING
MA.009	GLASS SUPPLIES & FABRICATION	SU.028	OFFICE SUPPLIES	PR.051	SECURITY CONSULTING
SE.032	GRAFFITI REMOVAL	PR.071	OPTICAL IMAGING	SE.057	SECURITY GUARDS
SE.033	GRAPHIC DESIGNERS	EQ.027	OUTDOOR FURNITURE	SE.058	SECURITY SERVICES
SU.018	GRAPHIC SUPPLIES	EQ.026	OUTDOOR POWER EQUIPMENT	SE.061	SEISMIC CONSULTANTS
EQ.055	HAND DRYERS	EQ.028	PAGERS & PAGING SYSTEMS	EQ.036	SEWER CLEANING EQUIPMENT
MA.010	HARDWARE	MA.015	PAINT	SE.059	SEWER / DRAIN CLEANING
CO.017	HAULING	SE.046	PAINT / BODY AUTO	CO.036	SHEET METAL CONTRACTOR
PR.049	HAZARDOUS WASTE CONSULTANT	CO.025	PAINTING CONTRACTOR	SU.038	SIGNS
CO.018	HAZARDOUS WASTE REMOVAL	SU.055	PAINTING SUPPLIES	SE.060	SILKSCREENING
SE.034	HEALTH/FITNESS SERVICES	CO.026	PAPER	SU.053	SMOKE DETECTORS
SU.019	HEALTHCARE PRODUCTS	SE.047	PAPER RECYCLING	CO.037	SOILS TESTING / ENGINEERING
CO.019	HEATING CONTRACTOR	PR.068	PARALEGAL	PR.038	SOLAR CONSULTANT
SE.116	HOUSING SERVICES	PR.054	PARKING CONSULTANT	EQ.037	SOLAR EQUIPMENT
EQ.051	HVAC EQUIPMENT	SE.048	PARKING LOT STRIPING	PR.039	SPACE PLANNING CONSULTANT
MA.011	HVAC SUPPLIES	EQ.029	PARTITIONS	SU.039	SPORTING GOODS
EQ.023	INDUSTRIAL EQUIPMENT	SU.029	PARTY RENTALS / SUPPLIES	PR.067	STOCKBROKER
MA.021	INDUSTRIAL MATERIALS	CO.027	PAVING CONTRACTOR	SU.052	STOVE PARTS / SUPPLIES
SU.047	INDUSTRIAL SUPPLIES	PR.030	PERSONNEL DEVELOPMENT CONSULTANT	PR.040	STRUCTURAL ENGINEERING
SE.035	INSPECTION, PROPERTY	SE.049	PEST & TERMITE CONTROL	MA.017	STRUCTURAL STEEL
CO.020	INSULATION	SE.091	PHARMACEUTICAL SERVICES	CO.038	SURVEYING, CONSTRUCTION
SU.020	INSULATION SUPPLIES	SU.030	PHOTO EQUIPMENT & SUPPLY	EQ.058	TODS
PR.024	INSURANCE	EQ.053	PHOTO ID EQUIPMENT	PR.041	TECHNICAL WRITING
MA.012	IRON	EQ.030	PHOTOCOPIERS	SE.096	TELECOMMUNICATION SERVICES
CO.021	IRRIGATION CONTRACTORS	EQ.054	PHOTOGRAPHIC EQUIPMENT	EQ.038	TELEPHONE EQUIPMENT
SE.036	IRRIGATION SERVICES	SU.046	PHOTOGRAPHIC SUPPLIES	SE.061	TEMPORARY EMPLOYMENT AGENCIES
SU.021	IRRIGATION SUPPLIES	SE.050	PHOTOGRAPHY	CO.039	TILE CONTRACTOR
CO.022	JANITORIAL CONTRACTORS	PR.031	PHYSICAL EXAMS	SE.062	TIME / ALARM CLOCK MAINTENANCE
SU.022	JANITORIAL SUPPLIES	SE.085	PICTURE FRAMING SERVICES	EQ.048	TIME / ALARM CLOCKS
EQ.024	KITCHEN EQUIPMENT	CO.030	PIPELINES / SEWERS CONTRACTOR	MA.018	TIRES
EQ.059	LABEL DISPENSERS	PR.032	PLANNING LAND USE	MA.019	TOOLS
SE.037	LAMINATION	MA.016	PLANT & TREE NURSERY	SE.063	TOWING
EQ.049	LAMPS	CO.031	PLUMBING CONTRACTOR	PR.042	TRAFFIC ENGINEERING
PR.025	LANDSCAPE ARCHITECTURE	SU.031	PLUMBING SUPPLIES	PR.043	TRAINING
CO.023	LANDSCAPE CONTRACTOR	SU.041	POLICE / SECURITY PRODUCTS	SE.064	TRANSLATION SERVICES
EQ.039	LANDSCAPE EQUIPMENT	EQ.031	PORTABLE STORAGE / OFFICES	SE.113	TRASH CHUTES SERVICES
SE.038	LANDSCAPE MAINTENANCE	SE.078	PORTABLE TOILET RENTAL	SE.085	TRAVEL AGENCY SERVICES
SU.023	LANDSCAPE SUPPLIES	EQ.032	POSTAL EQUIPMENT	SE.086	TREE TRIMMING & REMOVAL
PR.062	LANGUAGE CONSULTANT	SE.051	PRESORT MAIL SERVICES	SE.101	TRUCKING
SE.039	LAUNDRY EQUIPMENT SERVICES	SE.123	PRESSURE WASHING	SE.093	TRUCKING SERVICES
PR.080	LEAD ABATEMENT CONSULTANT	EQ.033	PRINTING EQUIPMENT	EQ.040	TRUCKS
CO.050	LEAD ABATEMENT CONTRACTOR	SE.052	PRINTING SERVICES	EQ.041	TV / ANTENNAS
SE.040	LEAD-BASED PAINT TESTING	SU.032	PRINTING SUPPLIES	SE.067	TYPESETTING
PR.026	LEGAL SEC / COURT RECORDING	PR.033	PRIVATE INVESTIGATIONS	SE.068	TYPEWRITER MAINTENANCE
PR.004	LEGAL SERVICES	SU.033	PROMOTIONAL ITEMS	EQ.042	TYPEWRITERS
CO.048	LENNOX CONTRACTORS	PR.034	PROPERTY MANAGEMENT	SE.079	UNDERGROUND TANK MANAGEMENT
SU.024	LIGHTING SUPPLIES	PR.059	PUBLIC RELATIONS	CO.040	UNDERGROUND TANKS
SE.114	LINEN CHUTES SERVICES	PR.055	PUBLIC RELATIONS CONSULTING	SE.069	UNIFORMS
SU.044	LOCKS	MA.022	PUBLICATIONS	SE.070	UPHOLSTERERS
SE.082	LOCKSMITH	SE.124	RAIN GUTTER CLEANING	SE.072	UPHOLSTERY, AUTO
SE.041	LOT CLEAN-UP	SU.034	RAINGUTTER SUPPLIES	SE.071	UPHOLSTERY / DRAPERY CLEANING
PR.027	LOW / MOD INCOME HOUSING DEVELOP	PR.035	REAL ESTATE BROKERS	PR.044	URBAN DESIGN
MA.013	LUMBER	PR.064	REAL ESTATE LIEN SERVICE	SE.073	VACANT UNIT PREPARATION
SE.080	MACHINING	SE.083	REAL ESTATE SERVICES	EQ.043	VACUUM CLEANERS
EQ.047	MAILING EQUIPMENT	SE.054	RECORDS DESTRUCTION SERVICE	SU.040	VEHICLE PARTS
SE.042	MAILING SERVICES	PR.036	RECORDS MANAGEMENT CONSULTING	SE.075	VEHICLE RENTAL
SU.025	MAILING SUPPLIES	PR.075	RECORDS RETENTION	EQ.044	VEHICLE SALES
PR.050	MANAGEMENT CONSULTING	SE.053	RECORDS STORAGE	SE.074	VEHICLE SERVICE
PR.066	MANUFACTURED HOUSING	SU.045	RECORDS STORAGE SUPPLIES	EQ.045	VIDEO EQUIPMENT
PR.047	MARKETING	EQ.034	RECREATIONAL EQUIPMENT	SE.076	VIDEO PRODUCTION
CO.024	MASONRY CONTRACTOR	SE.097	RECYCLING SERVICES	SE.111	VIDEO TAPE DUPLICATION
PR.056	MECHANICAL ENGINEERING	PR.060	REDEVELOPMENT CONSULTANT	PR.077	WAGE PREVALENCE COMPLIANCE
CO.046	MECHANICAL ENGINEERING CONTRACTOR	CO.032	REFRIGERATION	PR.061	WASTE MANAGEMENT CONSULTING
PR.081	MEDIATION/ARBITRATION SERVICES	CO.033	REFUSE REMOVAL	PR.045	WASTE MANAGEMENT ENGINEERING
SU.026	MEDICAL SUPPLIES	SE.055	REHABILITATION SERVICES	SU.051	WATER PURIFICATIONS
PR.029	MENTAL HEALTH COUNSELING	PR.037	RELOCATION ASSISTANCE	SE.104	WATER, BOTTLED
SE.043	MESSENGER SERVICES	SE.110	REMANUFACTURING TONER CARTRIDGES	CO.041	WATERPROOFING CONTRACTOR
MA.014	METAL SHELVEING	CO.034	REMODELING CONTRACTORS	CO.042	WELDING CONTRACTOR
SU.027	MICROFICHE SUPPLIES	SE.056	REUPHOLSTERY / REFINISHING	EQ.046	WELDING EQUIPMENT
EQ.025	MICROFILM EQUIPMENT	CO.035	ROOFING CONTRACTOR	SU.042	WINDOW COVERINGS
SE.044	MICROFILM SERVICE	SU.035	ROOFING SUPPLIES	SE.122	WINDOW REPAIR
SE.045	MOVING COMPANIES	SU.036	RUBBER STAMPS	SE.077	WINDOW WASHING
SE.094	MWBE AGENCIES	PR.048	SAFETY CONSULTANT	MA.020	WINDOWS
SE.084	NEWSPAPER CLIPPINGS SERVICES	EQ.035	SAFETY EQUIPMENT	SE.096	WORD PROCESSING
EQ.052	OFFICE EQUIPMENT	SU.037	SAFETY SUPPLIES	CO.043	WRECKING
				CO.044	WROUGHT IRON CONTRACTOR

Revised 5/25/06

Community Development Commission of the County of Los Angeles
Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: _____

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit
☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): _____

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American						
Asian American						
Asian Pacific American						
Native American						
Caucasian						
Other _____						

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

☐ **is a Minority Business Enterprise.**

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members; and whose management and daily operations are controlled by one or more such individuals.

☐ **is a Woman Business Enterprise.**

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

☐ **is not a Minority or Woman Business Enterprise.**

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date
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Rev. 3/07

List account number(s) here (optional)

Form **W-9** (Rev. 11-2005)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Print Proposer Name

Print Proposer Official Title

Official's Signature

Date

EXHIBIT J – REQUIRED NOTICES



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 205991



Printed on recycled paper

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.